UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-K

x **ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**
For the fiscal year ended December 31, 2014
or

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**
For the transition period from to

Commission File Number: 1-33409

T-MOBILE US, INC.

DELAWARE	**20-0836269**
(State of incorporation)	(I.R.S. Employer Identification No.)
12920 SE 38th Street, Bellevue, Washington	**98006-1350**
(Address of principal executive offices)	(Zip Code)

(425) 378-4000
(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

Title of Each Class	**Name of Each Exchange on Which Registered**
Common Stock, $0.00001 par value per share	NYSE
5.50% Mandatory Convertible Preferred Stock, Series A, $0.00001 par value per share	NYSE

Securities registered pursuant to Section 12(g) of the Act:

None.

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes x No ☐

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes ☐ No x

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes x No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes x No ☐

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K (§ 229.405 of this chapter) is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. x

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer x Accelerated filer ☐
Non-accelerated filer ☐ (Do not check if a smaller reporting company) Smaller reporting company ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes ☐ No x

As of June 30, 2014, the aggregate market value of the registrant's common stock held by non-affiliates of the registrant was $9.1 billion based on the closing sale price as reported on the NYSE. As of February 17, 2015, there were 807,778,654 shares of common stock outstanding.

DOCUMENTS INCORPORATED BY REFERENCE

Part III of this Annual Report on Form 10-K incorporates by reference certain portions of the definitive Proxy Statement for the registrant's Annual Meeting of Stockholders, which definitive Proxy Statement shall be filed with the Securities and Exchange Commission within 120 days after the end of the fiscal year to which this Report relates.

T-Mobile US, Inc.
Form 10-K
For the Year Ended December 31, 2014

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Cautionary Statement Regarding Forward-Looking Statements

This Annual Report on Form 10-K ("Form 10-K") includes forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. All statements, other than statements of historical fact, including information concerning our future results of operations, are forward-looking statements. These forward-looking statements are generally identified by the words "anticipate," "believe," "estimate," "expect," "intend" or similar expressions. Forward-looking statements are based on current expectations and assumptions, which are subject to risks and uncertainties and may cause actual results to differ materially from the forward-looking statements. The following important factors, along with the Risk Factors included in Part I, Item 1A of this Form 10-K, could affect future results and cause those results to differ materially from those expressed in the forward-looking statements:

- adverse conditions in the United States ("U.S.") and international economies or disruptions to the credit and financial markets;
- competition in the wireless services market;
- the ability to complete and realize expected synergies and other benefits of acquisitions;
- the inability to implement our business strategies or ability to fund our wireless operations, including payment for additional spectrum, network upgrades, and technological advancements;
- the ability to renew our spectrum licenses on attractive terms or acquire new spectrum licenses;
- the ability to manage growth in wireless data services, including network quality and acquisition of adequate spectrum licenses at reasonable costs and terms;
- material changes in available technology;
- the timing, scope and financial impact of our deployment of advanced network and business technologies;
- the impact on our networks and business from major technology equipment failures;
- breaches of network or information technology security, natural disasters or terrorist attacks or existing or future litigation and any resulting financial impact not covered by insurance;
- any changes in the regulatory environments in which we operate, including any increase in restrictions on the ability to operate our networks;
- any disruption of our key suppliers' provisioning of products or services;
- material adverse changes in labor matters, including labor negotiations or additional organizing activity, and any resulting financial and/or operational impact;
- changes in accounting assumptions that regulatory agencies, including the Securities and Exchange Commission ("SEC"), may require or that result from changes in the accounting rules or their application, which could result in an impact on earnings; and,
- changes in tax laws, regulations and existing standards and the resolution of disputes with any taxing jurisdictions.

Given these risks and uncertainties, readers are cautioned not to place undue reliance on such forward-looking statements. We undertake no obligation to revise or publicly release the results of any revision to these forward-looking statements, except as required by law. In this Form 10-K, unless the context indicates otherwise, references to "T-Mobile," "T-Mobile US," "our Company," "the Company," "we," "our," and "us" refer to T-Mobile US, Inc., a Delaware corporation, and its wholly-owned subsidiaries.

PART I.

Item 1. Business

Business Overview

We are the Un-carrier™. Un-satisfied with the status quo. Un-afraid to innovate. T-Mobile is the fastest growing wireless company in the U.S., based on customer growth in 2014, currently providing wireless communications services, including voice, messaging and data, to over 55 million customers in the postpaid, prepaid, and wholesale markets. The Un-carrier proposition is an approach that seeks to listen to the customer, address their pain points, bring innovation to the industry, and improve the wireless experience for all. In practice, this means offering customers a great service on a nationwide 4G Long-Term Evolution ("LTE") network, devices when and how they want them, and plans that are simple, affordable and without unnecessary restrictions. Going forward, we will continue to listen and respond to our customers, refine and improve the Un-carrier proposition, and deliver the best value experience in the industry.

History

T-Mobile USA, Inc. (“T-Mobile USA”) was formed in 1994 as VoiceStream Wireless PCS (“VoiceStream”), a subsidiary of Western Wireless Corporation (“Western Wireless”). VoiceStream was spun off from Western Wireless in 1999, acquired by Deutsche Telekom AG (“Deutsche Telekom”) in 2001 and renamed T-Mobile USA, Inc. in 2002.

T-Mobile US, Inc. was formed in 2013 through the business combination between T-Mobile USA and MetroPCS Communications, Inc. (“MetroPCS”). Under the terms of the business combination with MetroPCS, Deutsche Telekom received shares of common stock representing a majority ownership interest in the combined company in exchange for its transfer of all of T-Mobile USA’s common stock. The business combination aimed to provide us with expanded scale, spectrum, and financial resources to compete aggressively with other, larger U.S. wireless communication providers. The business combination was accounted for as a reverse acquisition with T-Mobile USA as the accounting acquirer. Accordingly, T-Mobile USA’s historical financial statements became the historical financial statements of the combined company. See Note 2 – Business Combination with MetroPCS of the Notes to the Consolidated Financial Statements included in Part II, Item 8 of this Form 10-K for further information regarding the business combination.

Business Strategy

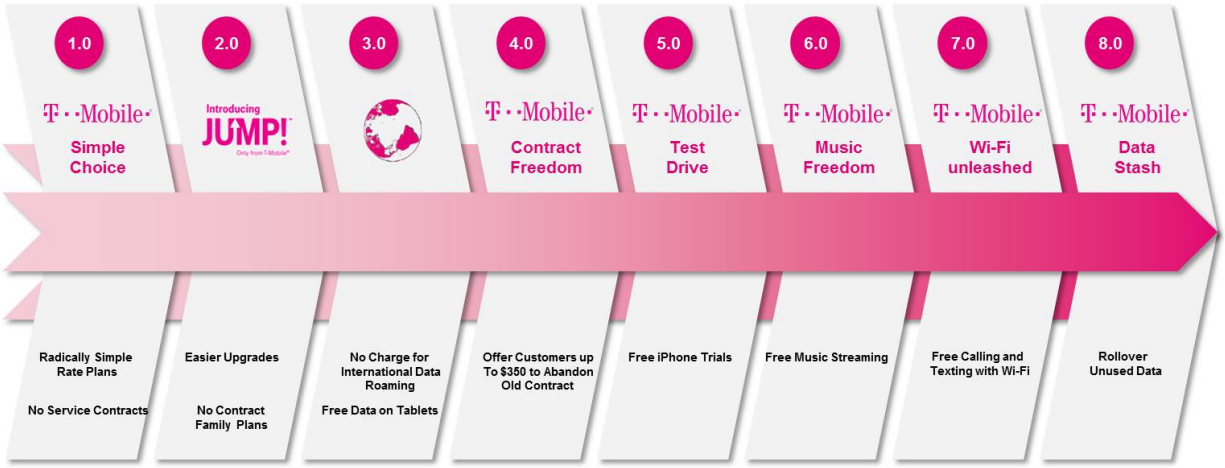
We generate revenue by offering affordable wireless communication services to our postpaid, prepaid and wholesale customers, as well as a wide selection of wireless devices and accessories. We provide service, devices and accessories across our flagship brands, T-Mobile and MetroPCS, through our owned and operated retail stores, third party distributors and our websites (www.T-Mobile.com and www.MetroPCS.com). The information on our websites is not part of this Form 10-K. Our most significant expenses are related to acquiring and retaining high-quality customers, compensating employees, and operating and expanding our network.

We continue to aggressively pursue our strategy, which includes the following elements:

Un-carrier Value Proposition

We introduced our Un-carrier proposition with the objective of eliminating customer pain points from the unnecessary complexity of the wireless communication industry. We believe Un-carrier phases 1.0 through 8.0 have been successful as evidenced by our strong customer growth since the launch of the Un-carrier proposition in 2013. We provided service to over 55 million customers as of December 31, 2014, compared to 47 million as of December 31, 2013.

Phases 1.0 through 8.0 of our Un-carrier proposition are described below:



- ***Unlimited Data, No Annual Service Contract*** – In March 2013, we introduced Simple Choice™ plans, which eliminated annual service contracts and provided customers with affordable rate plans. Customers on Simple Choice plans can purchase the most popular smartphones and if qualified, pay for them with a low out-of-pocket payment and 24 affordable interest-free monthly installments.

- ***JUMP!*** – In July 2013, we announced Just Upgrade My Phone ("JUMP!™") as phase 2.0, which allows participating customers to upgrade their eligible device when they want and not when they are told. In addition, participants benefit from handset insurance and extended warranty protection, protecting them from lost, stolen and damaged devices.

- ***International Roaming and Tablets Un-leashed*** – In October 2013, we unveiled phase 3.0, which provides our Simple Choice customers reduced United States to international calling rates, and messaging and data roaming while traveling abroad in over 100 countries at no extra cost with Simple Global™. In November 2013, we launched part 2 of phase 3.0, allowing every T-Mobile tablet user to use up to 200 MB of free LTE data every month for as long as they own their tablet and use it on our network, even if they are not yet a T-Mobile mobile internet customer.

- ***Contract Freedom*** – In January 2014, we announced phase 4.0, which eliminated one of the last remaining obstacles for customers wanting to switch from other carriers to T-Mobile by offering to reimburse customers' early termination fees ("ETF") when they switch from other carriers and trade in their eligible device.

- ***Test Drive*** – In June 2014, we released phase 5.0, which allows consumers to test our network using an Apple® iPhone® 5s with unlimited nationwide service for seven days at no charge.

- ***Music Freedom*** – In June 2014, we introduced phase 6.0, which allows Simple Choice customers to stream music from popular music services without it counting against their high-speed data allotment. Additionally, we launched Rhapsody® unRadio in partnership with Rhapsody for a limited time, which allows eligible Simple Choice customers with our newest unlimited 4G data service to stream music at no additional cost. We are also offering Rhapsody unRadio at a discounted price for our eligible customers.

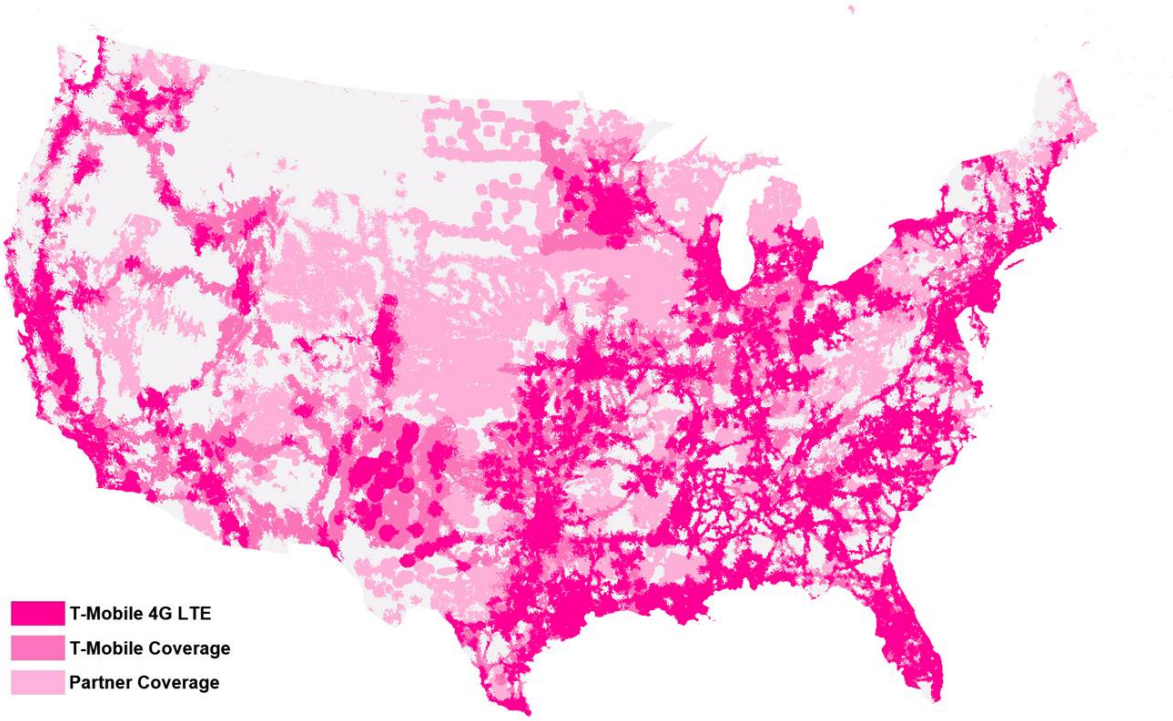
- ***Wi-Fi Un-leashed*** – In September 2014, we launched phase 7.0, which delivers coverage to customers in more places. With Wi-Fi Un-leashed, we provide Wi-Fi calling and texting for Simple Choice customers on capable smartphones. In addition, we unveiled the T-Mobile Personal CellSpot™, a new device which provides customers with greater coverage in their home. Finally, through a new partnership with Gogo®, customers with compatible devices can send and receive unlimited text, picture messages and receive visual voicemails on any Gogo-equipped U.S.-based flight for free.

- ***Data Stash*** – In December 2014, we introduced phase 8.0, giving customers the ability to roll their unused high-speed data automatically each month into a personal Data Stash™ so they can use it when they need it for up to a year. Starting in January 2015, Data Stash became available at no extra charge to every T-Mobile customer with a postpaid Simple Choice plan who has purchased additional LTE data, 3GB or more for smartphones and 1 GB or more for tablets. In addition, beginning in January 2015, we will provide a one-time Free Data Stash to start with of 10 GB of LTE data to all qualifying customers, which will expire at the end of 2015.

Network Modernization and Expansion

We have substantially completed the process of upgrading our network to LTE, which provides our customers with the fastest nationwide LTE services. Our LTE network covered 265 million people as of December 31, 2014, compared to more than 200 million people as of December 31, 2013. This surpassed our year-end goal of covering 250 million people with the fastest nationwide LTE network. We are targeting 300 million people with LTE by the end of 2015. In addition, we are currently in the process of building out our network to utilize our recently acquired 700 MHz A-Block spectrum licenses, which will boost network reach, improve in-building coverage and extend coverage to more areas.

Below is a map showing our coverage, including LTE, in the U.S.:



In addition, we were the first U.S. carrier to introduce Voice over LTE ("VoLTE") on a nationwide basis. Further, the migration of customers from the MetroPCS brand legacy Code Division Multiple Access ("CDMA") network onto T-Mobile's LTE and Evolved High Speed Packet Access Plus ("HSPA+") network continues to be ahead of schedule, providing faster network performance for MetroPCS customers with compatible handsets.

In 2014, we completed transactions for the acquisition of 700 MHz A-Block, Advanced Wireless Service ("AWS") and Personal Communications Service ("PCS") spectrum licenses, primarily from Verizon Communications, Inc. ("Verizon"), for cash and the exchange of certain AWS and PCS spectrum licenses. In addition, in 2014, we entered into transactions, which are expected to close in 2015, with various other companies to acquire additional 700 MHz A-Block, AWS and PCS spectrum licenses, which covers more than 40 million people, for cash and the exchange of certain AWS and PCS spectrum licenses. The transactions are subject to regulatory approval and other customary closing conditions. Upon closing of these pending transactions, we will own 700 MHz A-Block spectrum covering 190 million people. In January 2015, the Federal Communications Commission ("FCC") announced T-Mobile was the winning bidder of AWS spectrum licenses covering approximately 97 million people for an aggregate bid price of $1.8 billion. T-Mobile expects to receive the AWS spectrum licenses, subject to regulatory approval, in the second quarter of 2015.

Customer Experience

The success of our Un-carrier proposition and continued modernization of the network has further repositioned T-Mobile as a provider of dependable high-speed LTE service with a full range of desirable devices and provides our customers with an unrivaled customer experience. We have continued to focus on retaining customers through churn reduction initiatives to improve customer experience. Branded postpaid phone churn improved to 1.58% in 2014, compared to 1.69% in 2013 and 2.33% in 2012. These results reinforce our position as an organization with a strong focus and commitment to providing an outstanding customer experience whether customers call in, come in to our stores, or access our website.

Aligned Cost Structure

We continue to pursue a low-cost business operating model to drive cost savings, which can then be reinvested in the business. These cost-reduction programs are on-going as we continue to simplify our business and drive operational efficiencies and cost savings in areas, such as network optimization, customer roaming, customer service and improved customer collection rates.

We expect the business combination with MetroPCS to deliver at least $1.5 billion in annual run-rate synergies in operating and capital expenditures by 2016. A portion of these savings have been, and will continue to be, reinvested into growth of our business.

Customers

T-Mobile provides wireless communication services to three primary categories of customers: branded postpaid, branded prepaid and wholesale. Branded postpaid customers generally include customers that are qualified to pay after incurring wireless communication service. Branded prepaid customers generally include customers who pay in advance. Our branded prepaid customers include customers of the T-Mobile, MetroPCS and certain partner brands. Wholesale customers, which include Machine-to-Machine ("M2M") and Mobile Virtual Network Operators ("MVNO"), operate on the T-Mobile network, but are managed by wholesale partners.

We generate the majority of our service revenues by providing wireless communication services to branded postpaid customers. In 2014, 64% of our service revenues were generated by providing wireless communication services to branded postpaid customers, compared to 31% from branded prepaid customers and 5% from wholesale customers, roaming and other services. Therefore, our ability to acquire and retain branded postpaid customers is important to our business in the generation of service revenues, equipment sales and other revenues. Our branded postpaid net customer additions were 4.9 million in 2014, compared to 2.0 million in 2013. Growth in our branded postpaid customer additions resulted primarily from strong customer response to our network modernization, Un-carrier proposition and promotions for services and devices.

Services and Products

T-Mobile provides wireless communication services through a variety of service plan options. We also offer a wide selection of wireless devices, including smartphones, tablets and other mobile communication devices, which are manufactured by various suppliers. Services, devices and accessories are offered directly to consumers through our owned and operated retail stores, as well as through our websites. In addition, we sell devices and accessories to dealers and other third party distributors for resale through independent third-party retail outlets and a variety of third-party websites.

Service plan options include our Value and Simple Choice ("Simple Choice") plans, which allow customers to subscribe for wireless services separately from the purchase of a handset. We introduced our Simple Choice plans as part of phase 1.0 of our Un-carrier proposition in 2013, which eliminated annual service contracts and simplified the lineup of consumer rate plans to one affordable plan for unlimited voice and messaging services with the option to add data services. Depending on their credit profile, customers are qualified either for postpaid or prepaid service. As part of the ongoing movement towards simplifying the business, we continued to drive the penetration of Simple Choice plans within our base. The proportion of branded postpaid customers on Simple Choice plans was 89% as of December 31, 2014, up from 69% as of December 31, 2013.

Customers on our Simple Choice, benefit from reduced monthly service charges and can choose whether to use their own compatible handset on our network or purchase a handset from us or one of our dealers. Depending on their credit profile, qualifying customers who purchase a device from us have the option of financing all or a portion of the purchase price at the time of sale over an installment period using our Equipment Installment Plan ("EIP"). In addition, qualifying customers who finance their initial handset device with an EIP can enroll in JUMP! to later upgrade their device. Upon qualifying JUMP! program upgrades, the customers' remaining EIP balance is settled provided they trade in their used handset at the time of upgrade in good working condition and purchase a new handset from us on a new EIP. Our Simple Choice plans result in increased equipment revenue for each handset sold compared to traditional bundled price plans that typically offer a significant handset discount but involve higher monthly service charges.

Network

Our nationwide network covers all major metropolitan areas and approximately 90% of people in the U.S., excluding roaming coverage. Over the last two years, we have continued to build out our network to be Data Strong™, meaning we have the most dense network in the nation, with more cell sites per customer than any other nationwide wireless communication provider, and we have concentrated our cell sites where our customers need data most.

We provide mobile communication services utilizing low-band spectrum licenses, consisting of 700 MHz A-Block, and mid-band spectrum licenses, such as AWS and PCS. We had an average of approximately 82 MHz of spectrum in the top 25 major metropolitan areas as of December 31, 2014. This is compared to an average of approximately 77 MHz of spectrum in the top 25 major metropolitan areas as of December 31, 2013. Over the last year, we have entered into various agreements for the acquisition of 700 MHz A-Block, AWS and PCS spectrum licenses. In addition, we will seek to opportunistically acquire

additional spectrum in private party transactions and government auctions to further enhance our portfolio of U.S. nationwide broadband spectrum.

We provide wireless communication services through a number of technologies, including LTE, HSPA+, Universal Mobile Telecommunications Systems ("UMTS"), General Packet Radio Service ("GPRS"), Enhanced Data rates for GSM Evolution ("EDGE"), Global System for Mobile Communications ("GSM") and CDMA. We have substantially completed the process of upgrading our network to LTE using our mid-band spectrum licenses, which offers our customers faster data transfer speeds, greater connectivity and increased coverage. Not only does our network offer the fastest nationwide LTE network and the most consistent LTE speeds based on download speed, it currently has more capacity per customer than any other nationwide communications provider. In addition to expanding our LTE coverage, we are enhancing our network through an aggressive deployment of Wideband LTE of at least 15x15 MHz, which delivers faster LTE speeds. We have deployed Wideband LTE in 121 metropolitan areas as of December 31, 2014 and expect Wideband LTE to be available in 150 metropolitan areas by the end of 2015. We have also begun to launch low-band LTE using our recently acquired 700 MHz A-Block spectrum licenses. We offered five devices capable of using low-band LTE in 2014 and are working with our device partners to ensure all new LTE devices that launch in 2015 will be low-band capable. As part of the integration following the business combination, we are in the process of decommissioning the MetroPCS CDMA network and redundant cell sites, while also integrating select MetroPCS assets in certain metropolitan areas into the overall network. We have moved more than 70% of the MetroPCS spectrum licenses onto the T-Mobile network to provide faster LTE performance in many key markets. Upon completion of the migration of the MetroPCS customer base, we expect to have approximately 61,000 equivalent cell sites, including macro sites and certain distributed antenna system ("DAS") network nodes from the MetroPCS network.

Distribution

We had approximately 62,000 total points of distribution, including approximately 10,000 T-Mobile and MetroPCS branded locations and 52,000 third-party and national retailer locations, as well as distribution through our websites, as of December 31, 2014. We had approximately 70,000 points of distribution as of December 31, 2013 and 61,000 as of December 31, 2012. Our distribution density in major metropolitan areas provides customers with the convenience of having retail and service locations close to where they live and work.

Competition

The wireless telecommunications industry is highly competitive. We are the fourth largest provider of postpaid service plans and the largest provider of prepaid service plans in the U.S. as measured by customers. Our competitors include other national carriers, such as AT&T Inc. ("AT&T"), Verizon and Sprint Corporation ("Sprint"), which offer predominantly contract-based service plans. AT&T and Verizon are significantly larger than us and may enjoy greater resources and scale advantages as compared to us. In addition, our competitors include numerous smaller regional carriers and MVNOs, such as TracFone Wireless, Inc., many of which offer no-contract, prepaid service plans. Competitors also include providers who offer similar communication services, such as voice and messaging, using alternative technologies or services. Competitive factors within the wireless telecommunications industry include pricing, market saturation, service and product offerings, customer experience, network investment and quality, development and deployment of technologies, availability of additional spectrum licenses, and regulatory changes. Some competitors have shown a willingness to use aggressive pricing as a source of differentiation. Taken together, the competitive factors we face will continue to put pressure on margins as companies compete to retain the current customer base and continue to add new customers.

Employees

As of December 31, 2014, we employed approximately 45,000 full-time and part-time employees, including network, retail, customer support and back office functions, of which approximately 30 employees were covered by a collective bargaining agreement, as of December 31, 2014.

Regulation

The FCC regulates many key aspects of our business, including licensing, construction, the operation and use of our network, modifications of our network, control and ownership of our business, the sale of certain business assets, domestic roaming arrangements and interconnection agreements, pursuant to its authority under the Communications Act of 1934, as amended ("Communications Act"). The FCC has a number of complex requirements and proceedings that affect our operations and that could increase our costs or diminish our revenues. For example, the FCC has rules regarding provision of 911 and E-911 services, porting telephone numbers, interconnection, roaming, internet openness, and the universal service and Lifeline programs. Many of these and other issues are being considered in ongoing proceedings, and we cannot predict whether or how

such actions will affect our business, financial condition, or results of operations. Our ability to provide services and generate revenues could be harmed by adverse regulatory action or changes to existing laws and regulations. In addition, regulation of companies that offer competing services can impact our business indirectly.

Wireless communications providers must be licensed by the FCC to provide communications services at specified spectrum frequencies within specified geographic areas and must comply with the rules and policies governing the use of the spectrum as adopted by the FCC. The FCC issues each license for a fixed period of time, typically 10 years in the case of cellular, PCS and point-to-point microwave licenses. AWS licenses have an initial term of 15 years, with successive 10-year terms thereafter. While the FCC has generally renewed licenses given to operating companies like us, the FCC has authority to both revoke a license for cause and to deny a license renewal if a renewal is not in the public interest. Furthermore, we could be subject to fines, forfeitures and other penalties for failure to comply with FCC regulations, even if any such non-compliance was unintentional. In extreme cases, penalties can include revocation of our licenses. The loss of any licenses, or any related fines or forfeitures, could adversely affect our business, results of operations and financial condition.

Additionally, Congress' and the FCC's allocation of additional spectrum for broadband commercial mobile radio service ("CMRS"), which includes cellular, PCS and specialized mobile radio, could significantly increase competition. We cannot assess the impact that any developments that may occur in the U.S. economy or any future spectrum allocations by the FCC may have on license values. FCC spectrum auctions and other market developments may adversely affect the market value of our licenses in the future. A significant decline in the value of our licenses could adversely affect our financial condition and results of operations. In addition, the FCC periodically reviews its policies on how to evaluate a carrier's spectrum holdings in the context of transactions and auctions. A change in these policies could affect spectrum resources and competition among us and other carriers.

Congress and the FCC have imposed limitations on foreign ownership of CMRS licensees that exceed 20% direct ownership or 25% indirect ownership. The FCC has ruled that higher levels of indirect foreign ownership, even up to 100%, are presumptively consistent with the public interest albeit subject to review. Consistent with that established policy, the FCC has issued a declaratory ruling authorizing up to 100% ownership of our company by Deutsche Telekom. This declaratory ruling, and our licenses, are conditioned on Deutsche Telekom's and the Company's compliance with a network security agreement with the Department of Justice, the Federal Bureau of Investigation and the Department of Homeland Security. Failure to comply with the terms of this agreement could result in fines, injunctions and other penalties, including potential revocation of our spectrum licenses.

While the Communications Act generally preempts state and local governments from regulating the entry of, or the rates charged by, wireless communication providers, certain state and local governments regulate other terms and conditions of wireless service, including billing, termination of service arrangements and the imposition of early termination fees, advertising, network outages, the use of handsets while driving, zoning and land use. Further, the FCC and the Federal Aviation Administration regulate the siting, lighting and construction of transmitter towers and antennae. Tower siting and construction are also subject to state and local zoning, as well as federal statutes regarding environmental and historic preservation. The future costs to comply with all relevant regulations are to some extent unknown and regulations could result in higher operating expenses in the future.

Available Information

T-Mobile's Form 10-K and all other reports and amendments filed with or furnished to the SEC, are publicly available free of charge on the Investor Relations section of our website at investor.t-mobile.com or at www.sec.gov as soon as reasonably practicable after these materials are filed with or furnished to the SEC. Our corporate governance guidelines, code of business conduct, code of ethics for senior financial officers and charters for the audit, compensation, nominating and corporate governance and executive committees of our board of directors are also posted on the Investor Relations section of T-Mobile's website at investor.t-mobile.com. The information on our websites is not part of this or any other report T-Mobile files with, or furnishes to, the SEC.

Investors and others should note we announce material financial and operational information to our investors using our investor relations website, press releases, SEC filings and public conference calls and webcasts. T-Mobile intends to also use @TMobileIR (https://twitter.com/TMobileIR) and @JohnLegere (https://twitter.com/JohnLegere), which Mr. Legere also uses as a means for personal communications and observations, as a means of disclosing information about the Company, its services and other matters and for complying with its disclosure obligations under Regulation FD. The information we post through these social media channels may be deemed material. Accordingly, investors should monitor these social media channels in addition to following the Company's press releases, SEC filings, public conference calls and webcasts. The social

media channels T-Mobile intends to use as a means of disclosing the information described above may be updated from time to time as listed on the Company's investor relations website.

Item 1A. Risk Factors

In addition to the other information contained in this Form 10-K, the following risk factors should be considered carefully in evaluating T-Mobile. Our business, financial condition, liquidity, or results of operations could be materially adversely affected by any of these risks.

Risks Related to Our Business and the Wireless Industry

The scarcity and cost of additional wireless spectrum, and regulations relating to spectrum use, may adversely affect our business strategy and financial planning.

We will need to acquire additional spectrum in order to continue our customer growth, expand into new metropolitan areas, maintain our quality of service, meet increasing customer demands, and deploy new technologies. We will be at a competitive disadvantage and possibly experience erosion in the quality of service in certain markets if we fail to gain access to necessary spectrum before reaching capacity, especially below 1 GHz - low band spectrum.

The continued interest in, and aggregation of, spectrum by the largest national carriers may reduce our ability to acquire spectrum from other carriers or otherwise negatively impact our ability to gain access to spectrum through other means. As a result, we may need to acquire spectrum through government auctions and/or enter into spectrum sharing arrangements, which are subject to certain risks and uncertainties. For example, the FCC has encountered resistance to its plans to make additional spectrum available, which has created uncertainty about the timing and availability of spectrum through government auctions.

In addition, the FCC may impose conditions on the use of new wireless broadband mobile spectrum, including new restrictions or rules governing the use or access to current or future spectrum. This could increase pressure on capacity. Additional conditions that may be imposed by the FCC include heightened build-out requirements, limited renewal rights, clearing obligations, or open access or net neutrality requirements that may make it less attractive or less economical to acquire spectrum. The FCC has a pending notice of proposed rulemaking to examine whether the current spectrum screen used in acquisitions of spectrum should be changed or whether a spectrum cap should be imposed. In addition, rules may be established for future government spectrum auctions that may negatively impact our ability to obtain spectrum economically or in appropriate configurations or coverage areas.

If we cannot acquire needed spectrum from the government or otherwise, if new competitors acquire spectrum that will allow them to provide services competitive with our services, or if we cannot deploy services on a timely basis without burdensome conditions, at adequate cost, and while maintaining network quality levels, then our ability to attract and retain customers and our associated financial performance could be materially adversely affected.

Increasing competition for wireless customers could adversely affect our operating results.

We have multiple wireless competitors in each of our service areas, some of which have greater resources than us, and compete for customers based principally on service/device offerings, price, call quality, data use experience, coverage area, and customer service. In addition, we are facing growing competition from providers offering services using alternative wireless technologies and IP-based networks, as well as traditional wireline networks. We expect market saturation to continue to cause the wireless industry's customer growth rate to be moderate in comparison with historical growth rates or possibly negative, leading to increased competition for customers. We also expect that our customers' growing appetite for data services will place increased demands on our network capacity. This competition and our capacity issues will continue to put pressure on pricing and margins as companies compete for potential customers. Our ability to compete will depend on, among other things, continued absolute and relative improvement in network quality and customer services, effective marketing and selling of products and services, attractive pricing, and cost management, all of which will involve significant expenses.

Joint ventures, mergers, acquisitions and strategic alliances in the wireless industry have resulted in and are expected to result in larger competitors competing for a limited number of customers. The two largest national wireless communication providers currently serve a significant percentage of all wireless customers and hold significant spectrum and other resources. Our largest competitors may be able to enter into exclusive handset, device, or content arrangements, execute pervasive advertising and marketing campaigns, or otherwise improve their cost position relative to ours. In addition, the refusal of our large competitors to provide critical access to resources and inputs, such as roaming services on reasonable terms, may improve their position within the wireless broadband mobile services industry. These factors, together with the effects of the increasing

aggregate penetration of wireless services in all metropolitan areas and the ability of our larger competitors to use resources to build out their networks and to quickly deploy advanced technologies, have made it more difficult for smaller carriers like us to attract and retain customers, and may adversely affect our competitive position and ability to grow, which would have a material adverse effect on our business, financial condition, and operating results.

If our efforts to maintain the privacy and security of customer, employee, supplier or other proprietary or sensitive information are not successful at preventing a regulatory investigation, significant data breach or failure of compliance, we could incur substantial additional costs, become subject to litigation and enforcement actions, and suffer reputational damage.

Our business, like that of most retailers and wireless companies, involves the receipt, storage and transmission of customers' personal information, consumer preferences and payment card information, as well as confidential information about our employees, our suppliers and our Company ("confidential information"). Cyber-attacks such as denial of service, other malicious attacks, unauthorized access or distribution of confidential information by third parties or employees, errors by third party suppliers or other breaches of security could disrupt our internal systems and applications, impair our ability to provide services to our customers or protect the privacy and confidentiality of our confidential information. Our information systems are vulnerable to continuously evolving data breach and information security risks. Unauthorized parties may attempt to gain access to our systems or information through fraud or other means of deceiving our employees or third party service providers. Hardware, software or applications we develop, have developed on our behalf, or we obtain from third parties may contain defects in design or manufacture or other problems that could compromise information security. The methods used to obtain unauthorized access, disable or degrade service, or sabotage systems are also constantly changing and evolving, and may be difficult to anticipate or detect for long periods of time.

Although we have implemented and regularly review and update processes and procedures to protect against unauthorized access to or use of sensitive data and to prevent data loss, the ever-evolving threats require us to continually evaluate and adapt our systems and processes. We cannot assure you that our systems and processes will be adequate to safeguard against all information security breaches or misuses of data. The actions we take may not be adequate to repel a significant attack or prevent a breach, unauthorized access by third parties or employees or errors by third party suppliers. If we are subject to a significant attack or breach, unauthorized access, errors of third party suppliers or other security breaches, we may incur significant costs, be subject to regulatory investigations and sanctions and private litigation, and may suffer damage to our business reputation that negatively impacts customer confidence, any or all of which could materially adversely affect our results of operations and financial condition.

Our reputation and financial condition could be materially adversely affected by system failures, business disruptions, and unauthorized use of or interference with our network and other systems.

To be successful, we must provide our customers with reliable, trustworthy service and protect the communications, location, and personal information shared or generated by our customers. We rely upon our systems and networks, and the systems and networks of other providers and suppliers, to provide and support our services and, in some cases, to protect our customers' and our information. Failure of our or others' systems, networks and infrastructure may prevent us from providing reliable service, or may allow for the unauthorized use of or interference with our networks and other systems. Examples of these risks include:

- human error such as responding to deceptive communications or unintentionally executing malicious code;
- physical damage, power surges or outages, or equipment failure, including those as a result of severe weather, natural disasters, terrorist attacks, and acts of war;
- theft of customer/proprietary information: intrusion and theft of data offered for sale, competitive (dis)advantage, and/or corporate extortion;
- unauthorized access to our information technology, billing, customer care and provisioning systems and networks, and those of our suppliers and other providers;
- supplier failures or delays; and
- other systems failures or outages.

Such events could cause us to lose customers, lose revenue, incur expenses, suffer reputational and goodwill damages, and subject us to litigation or governmental investigation. Remediation costs could include liability for information loss, repairing infrastructure and systems, and/or costs of incentives offered to customers. Our insurance may not cover, or be adequate to fully reimburse us for, costs and losses associated with such events.

We rely on third-parties to provide specialized products or services for the operation of our business, and a failure or inability by such parties to provide these products or services could adversely affect our business, results of operations, and financial condition.

We depend heavily on suppliers and other third parties in order for us to efficiently operate our business. Our business is complex, and it is not unusual for multiple vendors located in multiple locations to help us to develop, maintain, and troubleshoot products and services, such as network components, software development services, and billing and customer service support. Our suppliers often provide services outside of the U.S., which carries associated additional regulatory and legal obligations. We generally rely upon the suppliers to provide contractual assurances and accurate information regarding risks associated with their provision of products or services in accordance with our expectations and standards, and they may fail to do so.

Generally, there are multiple sources for the types of products and services we purchase or use. However, we currently rely on one key supplier for billing services, a limited number of suppliers for voice and data communications transport services, network infrastructure, equipment, handsets, and other devices, and payment processing services, among other products and services we rely on. Disruptions with respect to such suppliers, or failure of such suppliers to adequately perform, could have a material adverse on our financial performance.

In the past, our suppliers, contractors and third-party retailers have not always performed at the levels we expect or at the levels required by their contracts. Our business could be severely disrupted if key suppliers, contractors, service providers, or third-party retailers fail to comply with their contracts or become unable to continue the supply due to patent or other intellectual property infringement actions, or other disruptions. Our business could also be disrupted if we experience delays or service degradation during any transition to a new outsourcing provider or other supplier, or we were required to replace the supplied products or services with those from another source, especially if the replacement became necessary on short notice. Any such disruptions could have a material adverse effect on our business, results of operations and financial condition.

We are in the process of transferring our customer billing systems from our existing third-party vendor to a new third-party vendor. Any unanticipated difficulties, disruption or significant delays could have adverse operational, financial, and reputational effects on our business.

We are in the initial stages of implementing a new customer billing system, which involves moving to a new platform through utilization of a phased deployment approach. The first release phase is scheduled for 2015. Post implementation, we plan to operate both the existing and new billing systems in parallel to aid in the transition to the new system until all phases of the conversion are complete.

If the implementation causes major system disruptions or if we fail to implement the new billing system in a timely or effective manner, customer experience may be negatively impacted, which could cause material adverse effects on our operational and financial performance. In addition, the third-party billing services vendor may experience errors, cyber-attacks or other operational disruptions that could negatively impact us and over which we may have limited control. Interruptions and/or failure of this new billing services system could disrupt our operations and impact our ability to provide or bill for our services, retain customers or attract new customers. Any occurrence of the foregoing could cause material adverse effects on our operations and financial condition, material weaknesses in our internal control over financial reporting, and reputational damage.

If we are unable to attract and retain wireless subscribers our financial performance will be impaired.

We incur capital expenditures and operating expenses in order to improve and enhance our products, services, network quality and coverage, applications, and content to remain competitive and to keep up with our customer demand. If we fail to improve and enhance our products and services or expand the capacity of, or make upgrades to, our network to remain competitive, or if we fail to maintain access to desired handsets, content and features, or otherwise keep up with customer demand, our ability to attract and retain customers would be adversely affected.

In particular, our gross new subscriber activations may decrease and our subscriber churn may increase, leaving us unable to meet the assumptions of our business plan. Even if we effectively manage the factors described above that are within our control, there can be no assurance that our existing customers will not switch to another wireless communications provider or that we will be able to attract new customers. Our business, results of operations and financial condition, could be materially adversely affected if we are unable to grow our customer base at the levels we project, or achieve the aggregate levels of customer penetration that we currently believe are possible with our business model.

If we are unable to take advantage of technological developments on a timely basis, then we may experience a decline in demand for our services or face challenges in implementing or evolving our business strategy.

In order to grow and remain competitive, we will need to adapt to future changes in technology, enhance our existing offerings, and introduce new offerings to address our current and potential customers' changing demands. For example, we are in the process of transforming and upgrading our network to deploy LTE Release 10 and use multimode integrated radios that can handle GSM, HSPA+ and LTE. As part of our network upgrade program, we expect to install new GSM, HSPA+, and LTE equipment on approximately 40,000 cell sites, and GSM and LTE on approximately 12,000 cell sites. This work is planned to be substantially completed in 2015. However, enhancing our network is subject to risk from equipment changes and migration of customers from existing spectrum bands. Scheduling and supplier delays, unexpected or increased costs, technological constraints, regulatory permitting issues, subscriber dissatisfaction, and other risks could cause delays in launching new network capabilities, which could result in significant costs or reduce the anticipated benefits of the upgrades. As it relates to our current upgrade plans, these risks will be reduced as work is completed. In general, the development of new services in the wireless telecommunications industry will require us to anticipate and respond to the continuously changing demands of our customers, which we may not be able to do accurately or timely. We could experience a material adverse effect on our business, operations, financial position, and operating results if our new services fail to retain or gain acceptance in the marketplace or if costs associated with these services are higher than anticipated.

The agreements governing our indebtedness include restrictive covenants that limit our operating flexibility.

The agreements governing our indebtedness impose significant operating and financial restrictions on us. These restrictions, subject in certain cases to customary baskets, exceptions and incurrence-based ratio tests, may limit our ability to engage in some transactions, including the following:

- incurring additional indebtedness and issuing preferred stock;
- paying dividends, redeeming capital stock or making other restricted payments or investments;
- selling or buying assets, properties or licenses;
- developing assets, properties or licenses which we have or in the future may procure;
- creating liens on assets;
- participating in future FCC auctions of spectrum or private sales of spectrum;
- engaging in mergers, acquisitions, business combinations, or other transactions;
- entering into transactions with affiliates; and
- placing restrictions on the ability of subsidiaries to pay dividends or make other payments.

These restrictions could limit our ability to react to changes in our operating environment or the economy. Any future indebtedness that we incur may contain similar or more restrictive covenants. Any failure to comply with the restrictions of our debt agreements may result in an event of default under these agreements, which in turn may result in defaults or acceleration of obligations under these agreements and other agreements, giving our lenders the right to terminate any commitments they had made to provide us with further funds and to require us to repay all amounts then outstanding. Any of these events would have a material adverse effect on our financial position and performance.

Our significant indebtedness could adversely affect our business, financial condition and operating results.

Our ability to make payments on our debt, to repay our existing indebtedness when due, and to fund operations and significant planned capital expenditures will depend on our ability to generate cash in the future, which is in turn subject to the operational risks described elsewhere in this section. Our debt service obligations could have material adverse effects on our operations and financial results, including by:

- limiting our ability to borrow money, sell stock or similar equity linked securities to fund our operational, financing or strategic needs;
- limiting our flexibility in planning for, or reacting to, changes in our business or the communications industry or pursuing growth opportunities;
- reducing the amount of cash available for other operational or strategic needs; and
- placing us at a competitive disadvantage to competitors who are less leveraged than we are.

In addition, the $5.6 billion in principal amount of the senior reset notes we issued to Deutsche Telekom in connection with the business combination between T-Mobile and MetroPCS bears interest at rates which will be reset at dates between April 2015 and April 2016. If the resets result in interest rate increases, debt service requirements will increase, which could adversely affect our cash flow. While we have and may enter into agreements limiting our exposure to higher interest rates in the future,

any such agreements may not offer complete protection from this risk, and any portion not subject to such agreements would have full exposure to higher interest rates. Any of these risks could have a material adverse effect on our business, financial condition, and operating results.

Economic and market conditions may adversely affect our business and financial performance, as well as our access to financing on favorable terms or at all.

Our business and financial performance are sensitive to changes in general economic conditions, including changes in interest rates, consumer credit conditions, consumer debt levels, consumer confidence, rates of inflation (or concerns about deflation), unemployment rates, energy costs and other macro-economic factors. Market and economic conditions have been unprecedented and challenging in recent years. Concerns about the systemic impact of a long-term downturn, underemployment and unemployment, energy costs, the availability and cost of credit and unstable housing and credit markets have contributed to market volatility and economic uncertainty.

Continued or renewed market turbulence and weak economic conditions may materially adversely affect our business and financial performance in a number of ways. Our services are available to a broad customer base, a significant segment of which may be more vulnerable to weak economic conditions. We may have greater difficulty in gaining new customers within this segment and existing customers may be more likely to terminate service due to an inability to pay. In addition, instability in the global financial markets has resulted in periodic volatility in the credit, equity, and fixed income markets. This volatility could limit our access to the credit markets, leading to higher borrowing costs or, in some cases, the inability to obtain financing on terms that are acceptable to us, or at all.

Weak economic conditions and credit conditions may also adversely impact our suppliers and dealers, some of which have filed for or may be considering bankruptcy, or may experience cash flow or liquidity problems or are unable to obtain or refinance credit such that they may no longer be able to operate. Any of these could adversely impact our ability to distribute, market, or sell our products and services. Difficult, or worsening, general economic conditions could have a material adverse effect on our business, financial condition and results of operations.

Our business and stock price may be adversely affected if our internal controls are not effective.

As a public company, we are required under Section 404 of the Sarbanes-Oxley Act of 2002 and the SEC rules and regulations promulgated thereunder to establish, maintain and annually evaluate the effectiveness of internal control over financial reporting, which is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. The information technology, or IT, systems on which we rely extensively to operate, transact and otherwise manage our business and to effectively and timely report our financial results, are an important part of our internal control over financial reporting. Each each year we are required to document and test our internal control over financial reporting, including these IT systems; our management is required to assess and issue a report concerning our internal control over financial reporting; and our independent registered public accounting firm is required to report on the effectiveness of our internal control over financial reporting.

We cannot assure you that we will not discover material weaknesses our IT controls or other aspects of our internal control over financial reporting in the future. The existence of one or more material weaknesses could result in errors in our financial statements, and substantial costs and resources may be required to rectify these or other internal control deficiencies. If we are unable to comply with the requirements of Section 404 in a timely manner or if we conclude that our internal control over financial reporting is not effective, investors may lose confidence in the accuracy and completeness of our financial reports and the trading price of our common stock could be negatively affected, and we could become subject to investigations by the stock exchange on which our securities are listed, the SEC, or other regulatory authorities, which could require additional financial and management resources.

Our financial performance will be impaired if we experience high fraud rates related to device financing, credit cards, dealers, or subscriptions.

Our operating costs could increase substantially as a result of fraud, including device financing, customer credit card, subscription or dealer fraud. If our fraud detection strategies and processes are not successful in detecting and controlling fraud, whether directly or by way of the systems, processes, and operations of third parties such as national retailers, dealers and others, the resulting loss of revenue or increased expenses could have a materially adverse impact on our financial condition and results of operations.

We rely on highly-skilled personnel throughout all levels of our business. Our business could be harmed if we are unable to retain or motivate key personnel, hire qualified personnel, or maintain our corporate culture.

We believe that our future success depends in substantial part on our ability to recruit, hire, motivate, develop, and retain talented and highly-skilled personnel. Achieving this objective may be difficult due to many factors, including fluctuations in economic and industry conditions, competitors' hiring practices, employee tolerance for the significant amount of change within and demands on our company and our industry, and the effectiveness of our compensation programs. If we do not succeed in retaining and motivating our existing key employees and in attracting new key personnel, we may be unable to meet our business plan and, as a result, our revenue growth and profitability may be materially adversely affected.

Risk related to Legal and Regulatory Matters

We operate throughout the U.S., Puerto Rico, and the U.S. Virgin Islands, and as such are subject to regulatory and legislative action by applicable local, state and federal governmental entities, which may increase our costs of providing products or services, or require us to change our business operations, products, or services or subject us to material adverse impacts if we fail to comply with such regulations.

The FCC regulates the licensing, construction, modification, operation, ownership, sale, and interconnection of wireless communications systems, as do some state and local regulatory agencies. Additionally, the Federal Trade Commission ("FTC") and other federal agencies, such as the Consumer Financial Protection Board ("CFPB"), have jurisdiction over consumer protection and elimination and prevention of anticompetitive business practices with respect to the provision of non-common carrier services. We cannot assure you that the FCC, FTC, CFPB or any other federal, state or local agencies having jurisdiction over our business will not adopt regulations or take other enforcement or other actions that would adversely affect our business, impose new costs, or require changes in current or planned operations. We are subject to regulatory oversight by the FCC, FTC, and/or other federal agencies, as well as judicial review and actions, on issues related to the wireless industry that include, but are not limited to: roaming, spectrum allocation and licensing, pole attachments, intercarrier compensation, Universal Service Fund ("USF"), net neutrality, special access, 911 services, consumer protection including cramming, bill shock, and handset unlocking, consumer privacy, and cybersecurity. We are also subject to regulations in connection with other aspects of our business, including handset financing activities.

In addition, states are increasingly focused on the quality of service and support that wireless communication providers provide to their customers and several states have proposed or enacted new and potentially burdensome regulations in this area. A number of state Public Utility Commissions and state legislatures have introduced proposals in recent years seeking to regulate carriers' business practices. We also face potential investigations by, and inquiries from or actions by state Public Utility Commissions and state Attorneys General. We also cannot assure you that Congress will not amend the Communications Act, from which the FCC obtains its authority and which serves to limit state authority, or enact other legislation in a manner that could be adverse to our business. Enactment of additional state or federal regulations may increase our costs of providing services (including, through universal service programs, requiring us to subsidize wireline competitors) or require us to change our services. Failure to comply with applicable regulations could have a material adverse effect on our business, financial condition and results of operations.

Furthermore, we could be subject to fines, forfeitures, and other penalties (including, in extreme cases, revocation of our licenses) for failure to comply with FCC or other governmental regulations, even if any such non-compliance was unintentional. The loss of any licenses, or any related fines or forfeitures, could adversely affect our business, results of operations, and financial condition.

Unfavorable outcomes of legal proceedings may adversely affect our business and financial condition.

We are regularly involved in a number of legal proceedings before various state and federal courts, the FCC, the FTC, the CFPB, and state and local regulatory agencies. Such legal proceedings can be complex, costly, and highly disruptive to business operations by diverting the attention and energies of management and other key personnel. The assessment of the outcome of legal proceedings, including our potential liability, if any, is a highly subjective process that requires judgments about future events that are not within our control. The outcome of litigation or other legal proceedings, including amounts ultimately received or paid upon settlement, may differ materially from amounts accrued in the financial statements. In addition, litigation or similar proceedings could impose restraints on our current or future manner of doing business. Such potential outcomes including judgments, awards, settlements or orders could have a material adverse effect on our business, financial condition, operating results, or ability to do business.

We increasingly offer products that include highly regulated financial services. These products expose us to a wide variety of state and federal regulations.

The introduction of additional financial services offerings to our customers has expanded our regulatory compliance obligations. If we fail to remain compliant with any of these regulations, then we face the risk of:

- Increased consumer complaints and potential examinations or enforcement actions by federal and state regulatory agencies, including but not limited to the CFPB, Federal Deposit Insurance Corporation and FTC;
- Violation of financial services and consumer protections regulations may result in regulatory fines, penalties, enforcement actions, civil litigation, and/or class action lawsuits.

We may be unable to protect our intellectual property. Additionally, we use equipment, software, technology, and content in the operation of our business, which may subject us to third-party intellectual property claims and we may be adversely affected by litigation involving our suppliers

We rely on a combination of patent, service mark, trademark, and trade secret laws and contractual restrictions to establish and protect our proprietary rights, all of which offer only limited protection. The steps we have taken to protect our intellectual property may not prevent the misappropriation of our proprietary rights. Moreover, others may independently develop processes and technologies that are competitive to ours. We cannot be sure that any legal actions against such infringers will be successful, even when our rights have been infringed. We cannot assure you that our pending or future patent applications will be granted or enforceable, or that the rights granted under any patent that may be issued will provide us with any competitive advantages. In addition, we cannot assure you that any trademark or service mark registrations will be issued with respect to pending or future applications or will provide adequate protection of our brands. We do not have insurance coverage for intellectual property losses, and as such, a charge for an anticipated settlement, or an adverse ruling awarding damages, represents unplanned loss events. Any of these factors could have material adverse effects on our business, results of operations and financial condition.

We are a defendant in numerous intellectual property lawsuits, including patent infringement lawsuits, which exposes us to the risk of adverse financial impact either by way of significant settlement amounts or damage awards. As we adopt new technologies and new business systems, and provide customers with new products and/or services, we may face additional infringement claims. These claims could require us to cease certain activities or to cease selling relevant products and services. These claims can be time-consuming and costly to defend, and divert management resources. In addition to litigation directly involving our Company, our vendors and suppliers can be threatened with patent litigation and/or subjected to the threat of disruption or blockage of sale, use, or importation of products, posing the risk of supply chain interruption to particular products and associated services exposing us to material adverse operational and financial impacts.

Our business may be impacted by new or changing tax laws or regulations and actions by federal, state or local agencies, or how judicial authorities apply tax laws.

We calculate, collect, and remit various taxes and regulatory fees to numerous federal, state and local governmental authorities in connection with the products and services we provide. These fees include federal USF contributions and common carrier regulatory fees. Many state and local governments levy various taxes and fees on our sales of products and services to customers and on our purchases of telecommunications equipment and services from vendors and various telecommunications carriers. Further, we impose surcharges on customers to reimburse the company for taxes, regulatory assessments and other costs we incur to comply with governmental regulatory mandates. In many cases, the applicability and method of calculating these surcharges, taxes and fees may be uncertain, and our calculation, assessment or remittance of these amounts may be contested by either customers or governmental authorities. In the event that we have incorrectly described, disclosed, calculated, assessed or remitted amounts that were due to governmental authorities, we could be subject to additional taxes, fines, penalties, or other adverse actions, which could materially impact our operations or financial condition. In the event that federal, state and/or local municipalities were to significantly increase taxes and regulatory fees on our services or seek to impose new ones, it could have a material adverse effect on our margins and financial and operational results.

Our wireless licenses are subject to renewal and may be revoked in the event that we violate applicable laws.

Our existing wireless licenses are subject to renewal upon the expiration of the 10-year or 15-year period for which they are granted. Historically, the FCC has approved our license renewal applications. However, the Communications Act provides that licenses may be revoked for cause and license renewal applications denied if the FCC determines that a renewal would not serve the public interest. In addition, our licenses are subject to our compliance with the terms set forth in the agreement pertaining to national security among Deutsche Telekom, the Federal Bureau of Investigation, the Department of Justice, the

Department of Homeland Security and the Company. The failure of Deutsche Telekom or the Company to comply with the terms of this agreement could result in fines, injunctions, and other penalties, including potential revocation or non-renewal of our spectrum licenses. If we fail to timely file to renew any wireless license, or fail to meet any regulatory requirements for renewal, including construction and substantial service requirements, we could be denied a license renewal. Many of our wireless licenses are subject to interim or final construction requirements and there is no guarantee that the FCC will find our construction, or the construction of prior licensees, sufficient to meet the build-out or renewal requirements. The FCC has pending a rulemaking proceeding to reevaluate, among other things, its wireless license renewal showings and standards and may in this or other proceedings promulgate changes or additional substantial requirements or conditions to its renewal rules, including revising license build out requirements. Accordingly, we cannot assure you that the FCC will renew our wireless licenses upon their expiration. If any of our wireless licenses were to be revoked or not renewed upon expiration, we would not be permitted to provide services under that license, which could have a material adverse effect on our business, results of operations, and financial condition.

Our business could be adversely affected by findings of product liability for health/safety risks from wireless devices and transmission equipment, as well as by changes to regulations/radio frequency emission standards.

We do not manufacture devices or other equipment sold by us, and we depend on our suppliers to provide defect-free and safe equipment. Suppliers are required by applicable law to manufacture their devices to meet certain governmentally imposed safety criteria. However, even if the devices we sell meet the regulatory safety criteria, we could be held liable with the equipment manufacturers and suppliers for any harm caused by products we sell if such products are later found to have design or manufacturing defects. We generally seek to enter into indemnification agreements with the manufacturers who supply us with devices to protect us from losses associated with product liability, but we cannot guarantee that we will be fully protected against all losses associated with a product that is found to be defective.

Allegations have been made that the use of wireless handsets and wireless transmission equipment, such as cell towers, may be linked to various health concerns, including cancer and brain tumors. Lawsuits have been filed against manufacturers and carriers in the industry claiming damages for alleged health problems arising from the use of wireless handsets. In addition, the FCC recently indicated that it plans to gather additional data regarding wireless handset emissions to update its assessment of this issue. The media has also reported incidents of handset battery malfunction, including reports of batteries that have overheated. These allegations may lead to changes in regulatory standards. There have also been other allegations regarding wireless technology, including allegations that wireless handset emissions may interfere with various electronic medical devices (including hearing aids and pacemakers), airbags, and anti-lock brakes.

Additionally, there are safety risks associated with the use of wireless devices while operating vehicles or equipment. Concerns over any of these risks and the effect of any legislation, rules or regulations that have been and may be adopted in response to these risks could limit our ability to sell our wireless services.

Related to Ownership of our Common Stock

We are controlled by Deutsche Telekom, whose interests may differ from the interests of our other stockholders.

Deutsche Telekom beneficially owns and possesses majority voting power of the fully diluted shares of our common stock. Through its control of the voting power of our common stock and the rights granted to Deutsche Telekom in our certificate of incorporation and the Stockholder's Agreement, Deutsche Telekom controls the election of a majority of our directors and all other matters requiring the approval of our stockholders. By virtue of Deutsche Telekom's voting control, we are a "controlled company", as defined in the New York Stock Exchange ("NYSE"), listing rules, and are not subject to NYSE requirements that would otherwise require us to have a majority of independent directors, a nominating committee composed solely of independent directors, or a compensation committee composed solely of independent directors.

In addition, our certificate of incorporation and the Stockholder's Agreement restrict us from taking certain actions without Deutsche Telekom's prior written consent as long as Deutsche Telekom beneficially owns 30% or more of the outstanding shares of our common stock, including the incurrence of debt (excluding certain permitted debt) if our consolidated ratio of debt to cash flow for the most recently ended four full fiscal quarters for which financial statements are available would exceed 5.25 to 1.0 on a pro forma basis, the acquisition of any business, debt or equity interests, operations or assets of any person for consideration in excess of $1 billion, the sale of any of our or our subsidiaries' divisions, businesses, operations or equity interests for consideration in excess of $1 billion, any change in the size of our board of directors, the issuances of equity securities in excess of 10% of our outstanding shares or to repurchase debt held by Deutsche Telekom, the repurchase or redemption of equity securities or the declaration of extraordinary or in-kind dividends or distributions other than on a pro rata basis, or the termination or hiring of our chief executive officer. These restrictions could prevent us from taking actions that

our board of directors may otherwise determine are in the best interests of the Company and our stockholders or that may be in the best interests of our other stockholders.

Deutsche Telekom effectively has control over all matters submitted to our stockholders for approval, including the election or removal of directors, changes to our certificate of incorporation, a sale or merger of our company and other transactions requiring stockholder approval under Delaware law. Deutsche Telekom may have strategic, financial, or other interests different from our other stockholders, including as the holder of a substantial amount of our indebtedness, and may make decisions adverse to the interests of our other stakeholders.

Future sales or issuances of our common stock, including sales by Deutsche Telekom, could have a negative impact on our stock price.

We cannot predict the effect, if any, that market sales of shares or the availability of shares of our common stock will have on the prevailing trading price of our common stock from time to time. Sales of a substantial number of shares of our common stock could cause our stock price to decline.

We and Deutsche Telekom are parties to the Stockholder's Agreement pursuant to which Deutsche Telekom is free to transfer its shares in public sales without notice, as long as such transactions would not result in the transferee owning 30% or more of the outstanding shares of our common stock. If a transfer would exceed the 30% threshold, it is prohibited unless the transferee makes a binding offer to purchase all of the other outstanding shares on the same price and terms. The Stockholder's Agreement does not otherwise impose any other restrictions on the sales of common stock by Deutsche Telekom. Moreover, we have filed a shelf registration statement with respect to the common stock and certain debt securities held by Deutsche Telekom, which would facilitate the resale by Deutsche Telekom of all or any portion of the shares of our common stock it holds. The sale of shares of our common stock by Deutsche Telekom (other than in transactions involving the purchase of all of our outstanding shares) could significantly increase the number of shares available in the market, which could cause a decrease in our stock price. In addition, even if Deutsche Telekom does not sell a large number of its shares into the market, its right to transfer a large number of shares into the market may depress our stock price.

In addition, we have reserved up to 38.684 million shares of common stock for issuance upon conversion of our 5.50% Mandatory Convertible Preferred Stock, Series A ("preferred stock"), subject to certain anti-dilution adjustments. The dividends on the preferred stock may also be paid in cash or, subject to certain limitations, shares of common stock or any combination of cash and shares of common stock. The issuance of additional shares of common stock upon conversion of, or in connection with the payment of dividends upon, the mandatory convertible preferred stock may depress our stock price.

Our stock price may be volatile, and may fluctuate based upon factors that have little or nothing to do with our business, financial condition, and operating results.

The trading prices of the securities of communications companies historically have been highly volatile, and the trading price of our common stock may be subject to wide fluctuations. Our stock price may fluctuate in reaction to a number of events and factors that may include, among other things:

- our or our competitors' actual or anticipated operating and financial results; introduction of new products and services by us or our competitors or changes in service plans or pricing by us or our competitors;
- analyst projections, predictions and forecasts, analyst target prices for our securities and changes in, or our failure to meet, securities analysts' expectations;
- Deutsche Telekom's financial performance, results of operation, or actions implied or taken by Deutsche Telekom;
- entry of new competitors into our markets or perceptions of increased price competition, including a price war;
- our performance, including subscriber growth, and our financial and operational metric performance;
- market perceptions relating to our services, network, handsets and deployment of our LTE platform and our access to iconic handsets, services, applications or content;
- market perceptions of the wireless communications industry and valuation models for us and the industry;
- changes in our credit rating or future prospects;
- the availability or perceived availability of additional capital in general and our access to such capital;
- actual or anticipated consolidation, or other strategic mergers or acquisition activities involving us or our competitors or market speculations regarding such activities;
- disruptions of our operations or service providers or other vendors necessary to our network operations; the general state of the U.S. and world economies; and
- availability of additional spectrum, whether by the announcement, commencement, bidding and closing of auctions for new spectrum or the acquisition of companies that own spectrum.

In addition, the stock market has been volatile in the recent past and has experienced significant price and volume fluctuations, which may continue for the foreseeable future. This volatility has had a significant impact on the trading price of securities issued by many companies, including companies in the communications industry. These changes frequently occur irrespective of the operating performance of the affected companies. Hence, the trading price of our common stock could fluctuate based upon factors that have little or nothing to do with our business, financial condition and operating results.

Our stockholder rights plan could prevent a change in control of our Company in instances in which some stockholders may believe a change in control is in their best interests.

We have a stockholder rights plan ("Rights Plan") in effect. The Rights Plan will cause substantial dilution to a person or group that attempts to acquire our Company on terms that our board of directors does not believe are in our and our stockholders' best interest. The Rights Plan is intended to protect stockholders in the event of an unfair or coercive offer to acquire the Company and to provide our board of directors with adequate time to evaluate unsolicited offers. The Rights Plan may prevent or make takeovers or unsolicited corporate transactions with respect to our Company more difficult, even if stockholders may consider such transactions favorable, possibly including transactions in which stockholders might otherwise receive a premium for their shares.

Item 1B. Unresolved Staff Comments

None.

Item 2. Properties

As of December 31, 2014, we leased approximately 62,000 cell sites, 70 switching centers and 10 data centers, totaling approximately 2.0 million square feet. In addition, we had 17 leased call centers, totaling approximately 1.3 million square feet, and 20 leased warehouses, totaling approximately 450,000 square feet. We also leased approximately 2,300 retail locations, including stores and kiosks ranging in size from approximately 300 square feet to 11,000 square feet.

We currently lease office space totaling approximately 1.0 million square feet for our corporate headquarters in Bellevue, Washington. We use these offices for engineering and administrative purposes. We also lease space throughout the U.S., totaling approximately 1.4 million square feet as of December 31, 2014, for use by our regional offices primarily for administrative, engineering and sales purposes.

Item 3. Legal Proceedings

See Note 13 – Commitments and Contingencies of the Notes to the Consolidated Financial Statements included in Part II, Item 8 of this Form 10-K for information regarding certain legal proceedings in which we are involved.

Item 4. Mine Safety Disclosures

None.

PART II.

Item 5. Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities

Market Information

Our common stock has traded on the NYSE under the symbol "TMUS" since May 1, 2013, the first trading day after the closing of the business combination with MetroPCS. As of December 31, 2014, there were 328 registered stockholders of record of our common stock, but we estimate the total number of stockholders to be much higher as a number of our shares are held by brokers or dealers for their customers in street name. For periods prior to the closing of the business combination with MetroPCS, the prices represent the high and low sales prices of our common stock, as reported by the NYSE under the symbol "PCS", adjusted to reflect the 1-for-2 reverse stock split effected on April 30, 2013, but not adjusted on a per share basis for the aggregate cash payment of $1.5 billion to MetroPCS stockholders in connection with the business combination. See also Note 2 – Business Combination with MetroPCS of the Notes to the Consolidated Financial Statements included in Part II, Item 8 of this Form 10-K.

The high and low common stock sales prices per share were as follows:

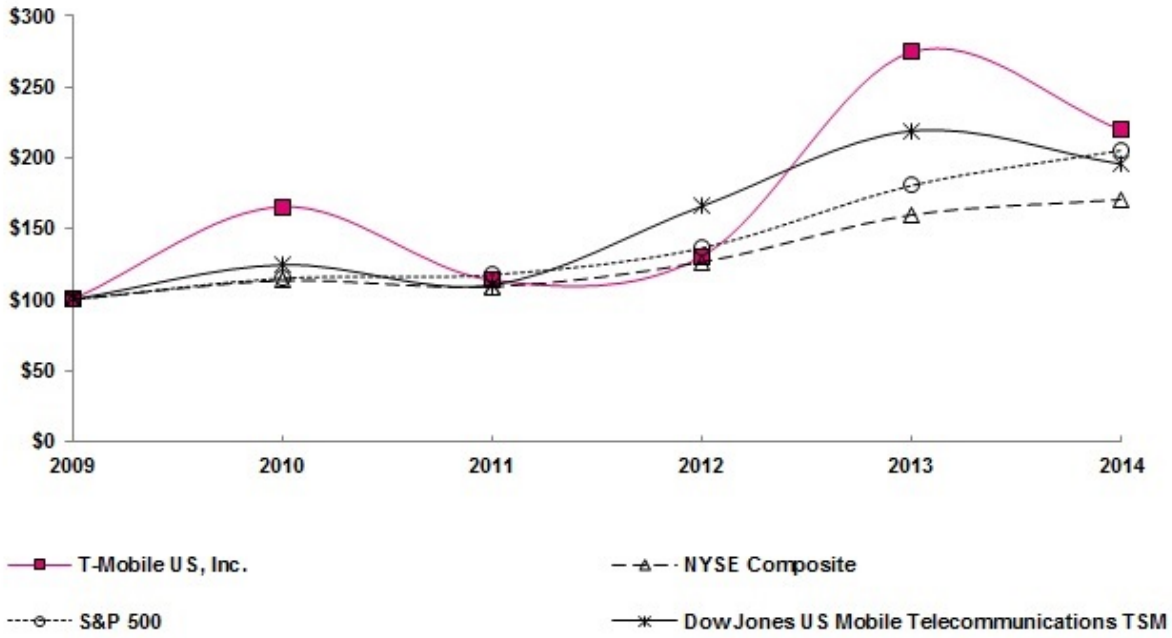
	High	Low
Year Ended December 31, 2014		
First Quarter	$ 33.92	$ 29.06
Second Quarter	35.50	27.62
Third Quarter	34.55	28.25
Fourth Quarter	29.60	24.26
Year Ended December 31, 2013		
First Quarter	$ 22.08	$ 18.28
Second Quarter	25.02	16.01
Third Quarter	26.66	22.74
Fourth Quarter	34.10	24.90

We have never paid or declared any cash dividends on our common stock, and we do not intend to declare or pay any cash dividends on our common stock in the foreseeable future. Our unsecured revolving credit facility with Deutsche Telekom and the indentures and supplemental indentures governing our long-term debt, excluding capital leases, contain covenants that, among other things, restrict our ability to declare or pay dividends on our common stock. In addition, no dividend may be declared or paid on our common stock, other than dividends payable solely in shares of our common stock, unless all accrued dividends for all completed dividend periods have been declared and paid on our preferred stock. Other than to pay dividends on our preferred stock, we currently intend to retain future earnings, if any, to invest in our business. Subject to Delaware law, our board of directors will determine the payment of future dividends on our common stock, if any, and the amount of any dividends in light of:

- any applicable contractual or charter restrictions limiting our ability to pay dividends;
- our earnings and cash flows;
- our capital requirements;
- our future needs for cash;
- our financial condition; and
- other factors our board of directors deems relevant.

Performance Graph

The graph below compares the five-year cumulative total returns of T-Mobile, the NYSE Composite index, the S&P 500 index and the Dow Jones US Mobile Telecommunications TSM index. The graph tracks the performance of a $100 investment, with the reinvestment of all dividends, from December 31, 2009 to December 31, 2014. For periods prior to the closing of the business combination with MetroPCS, our stock price performance represents the stock price of MetroPCS, adjusted to reflect the 1-for-2 reverse stock split effected on April 30, 2013.



Item 6. Selected Financial Data

The following selected financial data are derived from our consolidated financial statements. In connection with the business combination with MetroPCS, the selected financial data prior to May 1, 2013 represents T-Mobile USA's historical financial data. The data below should be read in conjunction with Risk Factors included in Part 1, Item 1A, Management's Discussion and Analysis of Financial Condition and Results of Operations included in Part II, Item 7 and Financial Statements and Supplementary Data included in Part II, Item 8 of this Form 10-K.

Selected Financial Data

	As of and for the Year Ended December 31,				
(in millions, except per share and customer amounts)	**2014**	**2013**	**2012**	**2011**	**2010**
Statement of Operations Data					
Total service revenues	$ 22,375	$ 19,068	$ 17,213	$ 18,481	$ 18,733
Total revenues	29,564	24,420	19,719	20,618	21,347
Operating income (loss)	1,416	996	(6,397)	(4,279)	2,705
Total other expense, net	(1,003)	(945)	(589)	(655)	(526)
Income tax expense (benefit)	166	16	350	(216)	822
Net income (loss)	247	35	(7,336)	(4,718)	1,354
Earnings (loss) per share:					
Basic	0.31	0.05	(13.70)	(8.81)	2.53
Diluted	0.30	0.05	(13.70)	(8.81)	2.53
Other Financial Data					
Net cash provided by operating activities	$ 4,146	$ 3,545	$ 3,862	$ 4,980	$ 4,905
Purchases of property and equipment	(4,317)	(4,025)	(2,901)	(2,729)	(2,819)
Purchases of spectrum licenses and other intangible assets, including deposits	(2,900)	(381)	(387)	(23)	(18)
Net cash provided by financing activities	2,524	4,044	57	—	123
Total customers (in thousands)	55,018	46,684	33,389	33,185	33,734
Balance Sheet Data					
Cash and cash equivalents	$ 5,315	$ 5,891	$ 394	$ 390	$ 109
Property and equipment, net	16,245	15,349	12,807	12,703	13,213
Spectrum licenses	21,955	18,122	14,550	12,814	15,282
Total assets	56,653	49,953	33,622	40,609	46,291
Total debt, excluding long-term financial obligation	21,960	20,189	14,945	15,627	16,293
Stockholders' equity	15,663	14,245	6,115	15,785	20,492

Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations

Except as expressly stated, the financial condition and results of operations discussed throughout Management's Discussion and Analysis of Financial Condition and Results of Operations ("MD&A") are those of T-Mobile US, Inc. and its consolidated subsidiaries.

Overview

The MD&A is intended to provide a reader of our financial statements with a narrative explanation from the perspective of management of our financial condition, results of operations, liquidity and certain other factors that may affect future results. The MD&A is provided as a supplement to, and should be read in conjunction with, our audited Consolidated Financial Statements for the three years ended December 31, 2014 included in Part II, Item 8 of this Form 10-K.

Business Overview

We are the Un-carrier. Un-satisfied with the status quo. Un-afraid to innovate. T-Mobile is the fastest growing wireless company in the U.S., based on customer growth in 2014, currently providing wireless communications services, including voice, messaging and data, to over 55 million customers in the postpaid, prepaid, and wholesale markets. The Un-carrier proposition is an approach that seeks to listen to the customer, address their pain points, bring innovation to the industry, and

improve the wireless experience for all. In practice, this means offering customers a great service on a nationwide LTE network, devices when and how they want them, and plans that are simple, affordable and without unnecessary restrictions. Going forward, we will continue to listen and respond to our customers, refine and improve the Un-carrier proposition, and deliver the best value experience in the industry.

Our Un-carrier proposition is first and foremost about the customer. In 2014, we continued to aggressively address customer pain points with the launch of the following phases of our Un-carrier proposition:

- ***Contract Freedom*** – In January 2014, we announced phase 4.0, which reimburses customers' ETFs when they switch from other carriers and trade in their eligible device.

- ***Test Drive*** – In June 2014, we released phase 5.0, which allows consumers to test our network and an Apple iPhone 5s with unlimited nationwide service for seven days at no charge.

- ***Music Freedom*** – In June 2014, we introduced phase 6.0, which allows Simple Choice customers to stream music from popular music services without it counting against their high-speed data allotment. Additionally, we launched Rhapsody unRadio, which is available to our eligible Simple Choice customers at no additional cost or at a discounted price.

- ***Wi-Fi Un-leashed*** – In September 2014, we launched phase 7.0, which provides Wi-Fi calling and texting for Simple Choice customers on capable smartphones. In addition, we unveiled the T-Mobile Personal CellSpot, a new device which provides customers with greater coverage in their home. Finally, through a new partnership with Gogo, customers with compatible devices can send and receive unlimited text, picture messages and receive visual voicemails on any Gogo-equipped U.S.-based flight for free.

- ***Data Stash*** – In December 2014, we introduced phase 8.0, giving customers the ability to roll their unused high-speed data automatically each month into a personal Data Stash so they can use it when they need it for up to a year. Starting in January 2015, Data Stash will be automatically available at no extra charge to every T-Mobile customer with a postpaid Simple Choice plan who has purchased additional LTE data, 3GB or more for smartphones and 1 GB or more for tablets. In addition, beginning in January 2015, we will provide a one-time Free Data Stash to start with of 10 GB of LTE data to all qualifying customers, which will expire at the end of 2015.

Financial Highlights

Our primary financial focus is on growing Adjusted EBITDA, which we expect to continue to improve in 2015. Adjusted EBITDA increased to $5.6 billion in 2014, compared to $4.9 billion in 2013 and 2012. Adjusted EBITDA is primarily driven by increasing revenues. We generate revenues by offering affordable wireless communication services to our postpaid, prepaid and wholesale customers, as well as through sale of a wide selection of wireless devices and accessories. Total revenues increased to $29.6 billion in 2014 compared to $24.4 billion in 2013 and $19.7 billion in 2012. We introduced our Un-carrier proposition in 2013 with the objective of eliminating customer pain points from the unnecessary complexity of the wireless communication industry. We believe Un-carrier phases 1.0 through 8.0 have been successful as evidenced by our strong customer growth momentum since the launch of our Un-carrier proposition. Total net customer additions were 8,334,000 in 2014, a significant improvement compared to 4,377,000 in 2013 and 203,000 in 2012.

We generate the majority of our service revenues by providing wireless communication services to branded postpaid customers. Our ability to acquire and retain branded postpaid customers is important to our business in the generation of revenues. Total branded postpaid net customer additions were 4,886,000 in 2014, a significant improvement compared to net customer additions of 2,006,000 in 2013 and net customer losses of 2,074,000 in 2012. In addition, we have continued to focus on retaining customers through churn reduction initiatives to improve customer experience. Branded postpaid phone churn improved to 1.58% in 2014, compared to 1.69% in 2013 and 2.33% in 2012. Improvements in branded postpaid net customer additions and churn were driven by the continued success of our Un-carrier proposition and strong customer response to promotions. We expect further growth in our branded postpaid net customer additions in 2015 as we continue to offer competitive pricing and improve our network and customer experience.

We have also increased our service revenues from branded prepaid customers through the business combination with MetroPCS in 2013 and the expansion of the MetroPCS brand in 2014. In addition, we experienced increases in equipment sales from significant growth in the number of devices sold on higher gross customer additions and upgrade volumes, including redemptions through JUMP!.

Our most significant expenses are related to acquiring and retaining high-quality customers, compensating employees, and operating and expanding our network. We expect operating expenses will continue to increase to support our strong customer growth. Operating expenses were $28.1 billion in 2014, compared to $23.4 billion in 2013 and $26.1 billion in 2012. Improvements in gross customer additions caused significant growth in the number of devices sold, which resulted in higher cost of equipment sales, and employee-related costs, such as commissions. In addition, employee-related costs increased as a result of increases in the number of retail and customer support employees needed to support customer growth. We also increased promotional activities to attract new customers. We have incurred expenses as part of the network modernization due to increased depreciation expense related to the build out of the LTE network and costs related to decommissioning of the MetroPCS CDMA network and certain other redundant cell sites.

Liquidity and Capital Resources Highlights

The success of our Un-carrier proposition and continued modernization of our network has further repositioned T-Mobile to provide customers with an unrivaled customer experience, which requires substantial investment in our business. Our principal sources of liquidity are our cash and cash equivalents and cash generated from operations, proceeds from the issuance of long-term debt and the issuance of common and preferred stock, the sale of certain service receivables related to a factoring arrangement, and financing arrangements of vendor payables which effectively extend payment terms. In 2014, we completed an offering of new senior unsecured notes in aggregate principal amounts of $3.0 billion, using a portion of the proceeds from the issuance of the notes to redeem senior unsecured notes of $1.0 billion with a higher interest rate, and completed a public offering of 20 million shares of preferred stock for net proceeds of $982 million. See Note 8 – Debt and Note 14 – Additional Financial Information of the Notes to the Consolidated Financial Statements included in Part II, Item 8 of this Form 10-K. In addition, in 2014, we entered into a two-year factoring arrangement to sell certain service accounts receivable on a revolving basis with a current maximum funding limit of $640 million. See Note 4 – Factoring Arrangement of the Notes to the Consolidated Financial Statements included in Part II, Item 8 of this Form 10-K.

We have substantially completed the process of upgrading our network to LTE, which provides our customers with the fastest nationwide LTE services. Our LTE network covered 265 million people as of December 31, 2014, compared to more than 200 million people as of December 31, 2013. This surpassed our year-end goal of covering 250 million people with the fastest nationwide LTE network. We are targeting 300 million people with LTE by the end of 2015. In addition, we are currently in the process of building out our network to utilize our recently acquired 700 MHz A-Block spectrum licenses. Cash capital expenditures for property and equipment, which are primarily related to our network modernization, were $4.3 billion in 2014 compared to $4.0 billion in 2013 and $2.9 billion in 2012. We expect cash capital expenditures for property and equipment to be in the range of $4.4 billion to $4.7 billion in 2015.

We provide mobile communication services using spectrum licenses, consisting of 700 MHz A-Block, AWS and PCS licenses. In 2014, we completed transactions for the acquisition of 700 MHz A-Block, AWS and PCS spectrum licenses, primarily from Verizon, with an aggregate fair value of $4.8 billion, which covers approximately 150 million people, in exchange for cash and the transfer of certain AWS and PCS spectrum. In addition, in 2014, we entered into agreements, which are expected to close in 2015, for the acquisition of 700 MHz A-Block, AWS and PCS spectrum licenses with an estimated aggregate fair value of approximately $0.5 billion, which cover more than 40 million people, for cash and the exchange of certain AWS and PCS spectrum licenses, which cover approximately 6 million people. The transactions are subject to regulatory approval and other customary closing conditions. Upon closing of these pending transactions, we will own 700 MHz A-Block covering 190 million people in total. In January 2015, the FCC announced T-Mobile was the winning bidder of AWS spectrum licenses covering approximately 97 million people for an aggregate bid price of $1.8 billion. T-Mobile expects to receive the AWS spectrum licenses, subject to regulatory approval, in the second quarter of 2015. These transactions are expected to further enhance our portfolio of U.S. nationwide broadband spectrum. See Note 6 – Goodwill, Spectrum Licenses and Intangible Assets and Note 16 – Subsequent Events of the Notes to the Consolidated Financial Statements included in Part II, Item 8 of this Form 10-K. In 2015, we will seek to opportunistically acquire additional spectrum in private party transactions to further enhance our portfolio of U.S. nationwide broadband spectrum and enable the expansion of LTE coverage to new markets.

See “Results of Operations” below for further discussion of changes in revenues and operating expenses and “Performance Measures” for a description of performance measures, such as Adjusted EBITDA and churn. The comparability of results in this Form 10-K for the year ended December 31, 2014 and 2013 is affected by the inclusion of MetroPCS results after the completion of the business combination on April 30, 2013.

Results of Operations

Set forth below is a summary of consolidated results:

(in millions)	Year Ended December 31, 2014	2013	2012	Percentage Change 2014 Versus 2013	Percentage Change 2013 Versus 2012
Revenues					
Branded postpaid revenues	$ 14,392	$ 13,166	$ 14,521	9 %	(9)%
Branded prepaid revenues	6,986	4,945	1,715	41 %	NM
Wholesale revenues	731	613	544	19 %	13 %
Roaming and other service revenues	266	344	433	(23)%	(21)%
Total service revenues	22,375	19,068	17,213	17 %	11 %
Equipment sales	6,789	5,033	2,242	35 %	124 %
Other revenues	400	319	264	25 %	21 %
Total revenues	29,564	24,420	19,719	21 %	24 %
Operating expenses					
Cost of services, exclusive of depreciation and amortization shown separately below	5,788	5,279	4,661	10 %	13 %
Cost of equipment sales	9,621	6,976	3,437	38 %	103 %
Selling, general and administrative	8,863	7,382	6,796	20 %	9 %
Depreciation and amortization	4,412	3,627	3,187	22 %	14 %
Cost of MetroPCS business combination	299	108	7	NM	NM
Impairment charges	—	—	8,134	NM	NM
Gains on disposal of spectrum licenses	(840)	(2)	(205)	NM	(99)%
Other, net	5	54	99	(91)%	(45)%
Total operating expenses	28,148	23,424	26,116	20 %	(10)%
Operating income (loss)	1,416	996	(6,397)	42 %	NM
Other income (expense)					
Interest expense to affiliates	(278)	(678)	(661)	(59)%	3 %
Interest expense	(1,073)	(545)	—	97 %	NM
Interest income	359	189	77	90 %	NM
Other income (expense), net	(11)	89	(5)	NM	NM
Total other expense, net	(1,003)	(945)	(589)	6 %	60 %
Income (loss) before income taxes	413	51	(6,986)	NM	NM
Income tax expense	166	16	350	NM	(95)%
Net income (loss)	$ 247	$ 35	$ (7,336)	NM	NM

NM – Not Meaningful

Year Ended December 31, 2014 Compared to Year Ended December 31, 2013

Revenues

Branded postpaid revenues increased $1.2 billion, or 9%, in 2014, compared to 2013. The increase was primarily attributable to growth in the number of average branded postpaid customers driven by the continued success of our Un-carrier proposition and strong customer response to promotions for services and devices. Additional increases resulted from customer adoption of upgrade and insurance programs and changes in requalification requirements for corporate discount programs. The increase was partially offset by lower branded postpaid average revenue per account (“ARPA”). See “Performance Measures” for a description of ARPA. Branded postpaid ARPA was negatively impacted by continued growth of our Simple Choice plans, which have lower monthly service charges compared to traditional bundled plans. Branded postpaid customers on Simple Choice plans increased over the past twelve months to 89% of the branded postpaid customer base as of December 31, 2014, compared to 69% as of December 31, 2013.

Branded prepaid revenues increased $2.0 billion, or 41% in 2014, compared to 2013. The increase was primarily driven by growth of the customer base from the expansion of the MetroPCS brand and an increase in promotional activities. In addition, the inclusion of MetroPCS operating results for the full year period following the business combination in April 2013 contributed to the increase.

Wholesale revenues increased $118 million, or 19%, in 2014, compared to 2013. The increase was primarily attributable to growth in customer programs and monthly plans, including data, offered by our MVNO partners and changes to our MVNO contractual arrangements.

Roaming and other service revenues decreased $78 million, or 23%, in 2014, compared to 2013, primarily due to a decline in ETFs following our introduction of the no annual service contract feature of the Simple Choice plan launched in March 2013.

Equipment sales increased $1.8 billion, or 35%, in 2014, compared to 2013. The increase was primarily attributable to significant growth in the number of devices sold due to higher gross customer additions and higher device upgrade volumes, including JUMP! redemptions. The volume of device sales increased 48% in 2014, compared to 2013. Additionally, the inclusion of MetroPCS operating results for the full year period in 2014 following the business combination in April 2013 contributed to the increase. The increase was partially offset by reimbursements of other carriers' ETFs and a lower average revenue per device sold.

We financed $5.8 billion of equipment sales revenues through EIP during 2014, an increase from $3.3 billion in 2013, resulting from growth of our Simple Choice plans. Additionally, customers had associated EIP billings of $3.6 billion in 2014, compared to $1.5 billion in 2013.

Other revenues increased $81 million, or 25%, in 2014, compared to 2013. The increase was primarily due to higher co-location rental income from leasing space on wireless communication towers to third parties and higher lease income associated with spectrum license lease agreements resulting from spectrum swap transactions.

Operating Expenses

Cost of services increased $509 million, or 10%, in 2014, compared to 2013. The increase was primarily due to the inclusion of MetroPCS operating results for the full year period in 2014 following the business combination in April 2013. Additionally, higher lease expense primarily relating to spectrum license lease agreements resulting from spectrum swap transactions contributed to the increase.

Cost of equipment sales increased $2.6 billion, or 38%, in 2014, compared to 2013. The increase was primarily attributable to significant growth in the number of devices sold due to higher gross customer additions and higher device upgrade volumes, including JUMP! redemptions. Additionally, the inclusion of MetroPCS operating results for the full year period in 2014 following the business combination in April 2013 contributed to the increase. The volume of device sales increased 48% in 2014, compared to 2013. The increase was partially offset by a lower average cost per device sold.

Selling, general and administrative increased $1.5 billion, or 20%, in 2014, compared to 2013. The increase was primarily due to higher employee-related costs as a result of increases in the number of retail and customer support employees, higher commissions driven by increased gross customer additions and higher promotional costs. Additionally, the inclusion of MetroPCS operating results for the full year period in 2014 following the business combination in April 2013 and higher stock-based compensation contributed to the increase.

Depreciation and amortization increased $785 million, or 22%, in 2014, compared to 2013. The increase was primarily associated with the build-out of the T-Mobile LTE network, which increased the depreciable asset base. Additionally, the inclusion of MetroPCS operating results for the full year period in 2014 following the business combination in April 2013, including accelerated depreciation related to the decommissioning of the MetroPCS CDMA network, contributed to the increase.

Cost of MetroPCS business combination of $299 million in 2014 primarily reflects network decommissioning costs associated with the business combination. In 2014, we began decommissioning the MetroPCS CDMA network and certain other redundant network cell sites. Network decommissioning costs, which are excluded from Adjusted EBITDA, primarily relate to the acceleration of lease costs for cell sites that would have otherwise been recognized as cost of services over the remaining lease term had we not decommissioned the cell sites. We intend to decommission certain cell sites and incur additional network decommissioning costs in the range of $500 million to $600 million, a majority of which are expected to be recognized in 2015. See Note 2 – Business Combination with MetroPCS of the Notes to the Consolidated Financial Statements included in Part II, Item 8 of this Form 10-K for more information. Cost of MetroPCS business combination of $108 million in 2013 reflects personnel-related costs and professional services costs associated with the business combination.

Gains on disposal of spectrum licenses of $840 million in 2014 primarily consisted of non-cash gains from spectrum license transactions with Verizon, and to a lesser extent, a non-cash gain from a spectrum license transaction with AT&T during the

fourth quarter of 2014. See Note 6 – Goodwill, Spectrum Licenses and Intangible Assets of the Notes to the Consolidated Financial Statements included in Part II, Item 8 of this Form 10-K for more information.

Other, net decreased $49 million, or 91%, in 2014, compared to 2013. The decrease was primarily due to our 2013 restructuring program to align our operations to our new strategy and position the company for future growth. Costs associated with the 2013 restructuring program primarily consisted of severance and other personnel-related costs.

Other Income (Expense)

Interest expense to affiliates decreased $400 million, or 59%, in 2014, compared to 2013. The decrease was primarily due to lower debt balances with Deutsche Telekom in 2014, resulting from the recapitalization of T-Mobile prior to the business combination in April 2013 and Deutsche Telekom's sale of non-reset notes in the aggregate principal amount of $5.6 billion in October 2013. To a lesser extent, additional decreases resulted from fair value adjustments related to embedded derivative instruments associated with the senior reset notes issued to Deutsche Telekom in the recapitalization.

Interest expense increased $528 million, or 97% in 2014, compared to 2013. The increase was primarily the result of higher debt balances in 2014 compared to 2013, including senior notes issued in 2013, the assumption of MetroPCS long-term debt in connection with the business combination in April 2013, the reclassification of non-reset notes from long-term debt to affiliates to long-term debt following Deutsche Telekom's sale of the non-reset notes in October 2013, and to a lesser extent, the issuance of new senior unsecured notes in September 2014.

Interest income increased $170 million, or 90% in 2014, compared to 2013. The increase was the result of significant growth in devices financed through EIP. Interest associated with EIP receivables is imputed at the time of sale and then recognized over the financed installment term.

Other income (expense), net decreased $100 million in 2014, compared to 2013. The decrease was primarily due to the recognition of foreign currency translation gains in 2013 related to the retirement of derivative instruments prior to the business combination in April 2013. This decrease was offset in part by a non-cash gain recognized in 2014 on the extinguishment of $1.0 billion of 7.875% senior notes due in 2018.

Income Taxes

Income tax expense increased $150 million in 2014, compared to 2013. The increase was primarily due to higher pre-tax income. The effective tax rate was 40.2% in 2014, compared to 31.4% in 2013. The increase in the effective tax rate for 2014 compared to 2013 was primarily due to an increase in the valuation allowance on certain state income tax attributes, which was partially offset by an increase in federal tax credits and a reduction in the effect of Puerto Rico taxes on the effective tax rate.

Guarantor Subsidiaries

Pursuant to the indenture and the supplemental indentures, the long-term debt, excluding capital leases, are fully and unconditionally guaranteed, jointly and severally, on a senior unsecured basis by T-Mobile US, Inc. ("Parent") and certain of T-Mobile USA's ("Issuer") 100% owned subsidiaries ("Guarantor Subsidiaries"). In 2014, T-Mobile entered into a two-year factoring arrangement to sell certain service accounts receivable on a revolving basis. In connection with the factoring arrangement, the Company formed the Factoring SPE, which is included in the Non-Guarantor Subsidiaries condensed consolidating financial information.

The financial condition of the Parent, Issuer and Guarantor Subsidiaries is substantially similar to the Company's consolidated financial condition. Similarly, the results of operations of the Parent, Issuer and Guarantor Subsidiaries are substantially similar to the Company's consolidated results of operations. As of December 31, 2014 and December 31, 2013, the most significant components of the financial condition of the Non-Guarantor Subsidiaries were property and equipment of $537 million and $595 million, respectively, long-term financial obligations of $2.3 billion and $2.1 billion, respectively, and stockholders' deficit of $1.5 billion and $1.3 billion, respectively. The most significant components of the results of operations of our Non-Guarantor Subsidiaries in 2014 were services revenues of $1.3 billion, offset by costs of equipment sales of $702 million resulting in a net comprehensive loss of $38 million. Similarly, for 2013, services revenues of $823 million were offset by costs of equipment sales of $552 million, resulting in a net comprehensive loss of $52 million.

Year Ended December 31, 2013 Compared to the Year Ended December 31, 2012

Revenues

Branded postpaid revenues decreased $1.4 billion, or 9%, in 2013, compared to 2012. The decrease was primarily attributable to lower ARPA. Branded postpaid ARPA was negatively impacted by the growth of our Simple Choice plans which have lower priced rate plans than other branded postpaid rate plans. Compared to other traditional bundled postpaid price plans, Simple Choice plans result in lower service revenues but higher equipment sales at the time of the purchase as the plans do not include a bundled sale of a discounted device. Branded postpaid customers on Simple Choice plans more than doubled over the past twelve months to 69% of the branded postpaid customer base at December 31, 2013, compared to 30% at December 31, 2012.

Branded prepaid revenues increased $3.2 billion in 2013, compared to 2012. Of the increase, approximately $2.9 billion was due to the inclusion of MetroPCS's operating results following the business combination in April 2013. Excluding MetroPCS operating results, the increase in 2013 resulted primarily from an increase in average branded prepaid customers driven by the success of T-Mobile's monthly prepaid service plans, including data services that also have higher ARPU.

Wholesale revenues increased $69 million, or 13%, in 2013, compared to 2012. The increase was primarily attributable to growth of the average number of MVNO customers for the period. The increase in MVNO customers was due in part to growth of government subsidized Lifeline programs offered by our MVNO partners along with MVNO partnerships launched in the fourth quarter of 2012. However, a significant portion of our MVNO partners' recent customer growth has been in lower ARPU products that result in revenues that do not increase in proportion with customer growth.

Roaming and other service revenues decreased $89 million, or 21%, in 2013, compared to 2012. The decrease was primarily attributable to lower early termination fees of $58 million due to the no annual service contract features of Simple Choice plans launched in March 2013. Additionally, international voice and domestic data revenues decreased due to rate reductions negotiated with certain roaming partners.

Equipment sales increased $2.8 billion, or 124%, in 2013, compared to 2012. The increase was primarily attributable to significant growth in the number of devices sold and an increase in the rate of customers upgrading their device. Additionally, equipment sales increased due to growth in the sales of smartphones, which have higher average revenue per device sold as compared to other devices. This was driven by our introduction of both the Apple iPhone 5 and the Samsung Galaxy S®4 in the second quarter of 2013, and the Apple iPhone 5s and iPhone 5c in the third quarter of 2013. Additionally, the inclusion of MetroPCS's operating results following the business combination in April 2013 contributed approximately $450 million to the increase in equipment sales in 2013.

We financed $3.3 billion of equipment sales revenues through equipment installment plans in 2013, a significant increase from $946 million in 2012 resulting from growth in Simple Choice plans. Additionally, customers had associated equipment installment plan billings of $1.5 billion in 2013, compared to $450 million in 2012.

Other revenues increased $55 million, or 21%, in 2013, compared to 2012 due primarily to an increase in imputed rental income on wireless communication tower sites.

Operating Expenses

Cost of services increased $618 million, or 13%, in 2013, compared to 2012. Of the increase, approximately $800 million was due to the inclusion of the operating results of MetroPCS following the business combination in April 2013. Cost of services, excluding MetroPCS, decreased due to lower roaming expenses of $126 million related to reduced roaming rates negotiated with certain roaming partners. Additionally, due to the network transition to enhanced telecommunication lines with higher capacity, we were able to accommodate higher data volumes at a lower cost.

Cost of equipment sales increased $3.5 billion, or 103%, in 2013, compared to 2012. The increase in cost of equipment sales was primarily attributable to a 67% increase in the volume of devices sold during 2013. The increase was partially attributable to higher average cost per device sold due in part to a 90% increase in the sale of smartphones units in 2013, compared to 2012. Additionally, the inclusion of MetroPCS's operating results following the business combination in April 2013 contributed approximately $950 million to the increase in cost of equipment sales in 2013.

Selling, general and administrative increased $586 million, or 9%, in 2013, compared to 2012. Of the increase, approximately $650 million was attributable to the inclusion of operating results of MetroPCS following the business

combination in April 2013. Selling, general and administrative expenses, excluding MetroPCS, decreased $61 million, or 1%, primarily driven by $241 million in lower bad debt expense, net of recoveries, as a result of improved credit quality of our customer portfolio. This decrease was partially offset by higher commission expenses driven by increased gross customer additions in 2013.

Depreciation and amortization increased $440 million, or 14%, in 2013, compared to 2012. Depreciation and amortization attributable to MetroPCS following the business combination in April 2013 was approximately $550 million. Depreciation and amortization expenses, excluding MetroPCS, decreased in 2013 as 2012 included increased depreciation expense due to the shortening of useful lives of certain network equipment to be replaced in connection with network modernization efforts.

Cost of MetroPCS business combination increased $101 million in 2013, compared to 2012 due primarily to personnel related costs associated with the change in control, professional services costs and network integration expenses associated with the business combination between T-Mobile USA and MetroPCS. See also Note 2 – Business Combination with MetroPCS of the Notes to the Consolidated Financial Statements included in Part II, Item 8 of this Form 10-K.

Gain on disposal of spectrum licenses of $205 million in 2012 primarily consisted of non-cash gains related to an AWS spectrum license exchange with Verizon.

Other, net of $54 million in 2013 relates primarily to our 2013 cost restructuring program to align our operations to our new strategy and position the company for future growth. Costs associated with the 2013 restructuring program primarily consist of severance and other personnel-related costs. Other, net of $99 million in 2012 related primarily to the consolidation of our call center operations in 2012.

Other Income (Expense)

Interest expense to affiliates increased $17 million, or 3%, in 2013, compared to 2012. Prior to the closing of the business combination with MetroPCS, Deutsche Telekom recapitalized T-Mobile USA by retiring its long-term debt to affiliates of $14.5 billion and all related derivative instruments, in exchange for new senior unsecured notes of $11.2 billion. Later in 2013, Deutsche Telekom sold the senior non-reset notes resulting in an aggregate principal reduction of $5.6 billion in long-term debt to affiliates. The increase in interest expense to affiliates was primarily due to losses related to the retirement of derivative instruments associated with the extinguishment of the long-term debt to affiliates prior to the business combination, and higher average interest rates on the new senior unsecured notes. See also Note 8 – Debt and Note 14 – Additional Financial Information of the Notes to the Consolidated Financial Statements included in Part II, Item 8 of this Form 10-K.

Interest expense increased $545 million in 2013, compared to 2012. The increase in interest expense is primarily the result of MetroPCS long-term debt assumed during the second quarter of 2013 in connection with the business combination, as well as new senior notes issued during 2013. Additionally, interest expense of approximately $200 million in 2013 related to the long-term financial obligation resulting from the Tower Transaction that closed on November 30, 2012. The Tower Transaction and related impacts are further described in Note 9 – Tower Transaction and Related Long-Term Financial Obligation of the Notes to the Consolidated Financial Statements included in Part II, Item 8 of this Form 10-K.

Interest income increased $112 million in 2013, compared to 2012. The increase in interest income is the result of the significant growth in handsets financed through our equipment installment plans in 2013. Imputed interest associated with our EIP receivables is imputed at the time of sale and then recognized over the financed installment term.

Other income (expense), net increased $94 million in 2013, compared to 2012. The increase in other income (expense), net was primarily due to the recognition of gains related to the retirement of derivative instruments associated with the pre-business combination long-term debt to affiliates. See also Note 8 – Debt and Note 14 – Additional Financial Information of the Notes to the Consolidated Financial Statements included in Part II, Item 8 of this Form 10-K.

Income Taxes

Income tax expense decreased $334 million in 2013, compared to 2012. The decrease in income tax expense was primarily due to lower pre-tax income, exclusive of impairment charges. The effective tax rate was 31.4% and (5.0)% for the years ended December 31, 2013 and 2012, respectively. The change in the effective tax rate for 2013 compared to 2012 was primarily due to the impact of the goodwill impairment recorded in 2012.

Guarantor Subsidiaries

In 2013, T-Mobile entered into an agreement with Cook Inlet Voice and Data Services, Inc. (“Cook Inlet”) to acquire all of Cook Inlet's interest in Cook Inlet/VoiceStream GSM VII PCS Holdings LLC, (“CIVS VII”), a fully consolidated Non-Guarantor Subsidiary. The transaction was completed in July 2013 and resulted in CIVS VII becoming an indirect wholly-owned subsidiary of T-Mobile USA. CIVS VII was subsequently combined with, and the net assets transferred to, T-Mobile License LLC, a wholly-owned Restricted Subsidiary of T-Mobile USA.

The financial condition of the Parent, Issuer and Guarantor Subsidiaries is substantially similar to the Company’s consolidated financial condition. Similarly, the results of operations of the Parent, Issuer and Guarantor Subsidiaries are substantially similar to the Company’s consolidated results of operations. The change in the financial condition of the Non-Guarantor Subsidiaries was primarily due to the transfer of the net assets of CIVS VII into the Guarantor Subsidiaries consolidating balance sheet information as described above. As of December 31, 2013, the most significant components of the financial condition of the Non-Guarantor Subsidiaries were property and equipment of $595 million, long-term financial obligations of $2.1 billion, and stockholders’ deficit of $1.3 billion. The most significant components of the results of operations of our Non-Guarantor Subsidiaries in 2012, were services revenues of $712 million were offset by costs of equipment sales of $449 million, resulting in a net comprehensive income of $72 million.

Performance Measures

In managing our business and assessing financial performance, we supplement the information provided by the financial statements with other operating or statistical data and non-GAAP financial measures. These operating and financial measures are utilized by our management to evaluate our operating performance and, in certain cases, our ability to meet liquidity requirements. Although companies in the wireless industry may not define each of these measures in precisely the same way, we believe that these measures facilitate key operating performance comparisons with other companies in the wireless industry.

Total Customers

A customer is generally defined as a SIM card with a unique T-Mobile identity number which is associated with an account that generates revenue. Branded customers generally include customers that are qualified either for postpaid service, where they generally pay after incurring service, or prepaid service, where they generally pay in advance. Wholesale customers include M2M and MVNO customers that operate on our network, but are managed by wholesale partners.

The following table sets forth the number of ending customers:

(in thousands)	December 31, 2014	December 31, 2013	December 31, 2012
Customers, end of period			
Branded postpaid phone customers	25,844	21,797	19,858
Branded postpaid mobile broadband customers	1,341	502	435
Total branded postpaid customers	27,185	22,299	20,293
Branded prepaid customers	16,316	15,072	5,826
Total branded customers	43,501	37,371	26,119
M2M customers	4,421	3,602	3,090
MVNO customers	7,096	5,711	4,180
Total wholesale customers	11,517	9,313	7,270
Total customers, end of period	**55,018**	**46,684**	**33,389**

The following table sets forth the number of net customer additions (losses):

(in thousands)	Year Ended December 31, 2014	2013	2012
Net customer additions (losses)			
Branded postpaid phone customers	4,047	1,938	(2,092)
Branded postpaid mobile broadband customers	839	68	18
Total branded postpaid customers	4,886	2,006	(2,074)
Branded prepaid customers	1,244	328	1,007
Total branded customers	6,130	2,334	(1,067)
M2M customers	819	512	660
MVNO customers	1,385	1,531	610
Total wholesale customers	2,204	2,043	1,270
Total net customer additions	**8,334**	**4,377**	**203**
Acquired customers	—	8,918	—

Net customer additions were 8,334,000 in 2014, compared to net customer additions of 4,377,000 in 2013. At December 31, 2014, we had 55.0 million customers, an 18% increase from the customer total as of December 31, 2013, as a result of growth in all customer categories, as described below.

Net customer additions, excluding customers acquired as a result of the MetroPCS business combination were 4,377,000 in 2013, compared to 203,000 net customer additions in 2012. At December 31, 2013, we had 46.7 million customers, a 40% increase from the customer total as of December 31, 2012. The increase was primarily driven by the addition of MetroPCS's customer base due to the completion of the business combination during the second quarter of 2013, which increased the branded prepaid customer base by 8,918,000.

Branded Customers

Branded postpaid phone net customer additions were 4,047,000 in 2014, compared to branded postpaid phone net customer additions of 1,938,000 in 2013. The increase in customer development was attributable to increased new customer activations and improved branded postpaid phone churn driven by the continued success of our Un-carrier proposition and strong customer response to promotions for services and devices. Additional increases in customer development resulted from the launch of new popular devices.

Branded postpaid phone net customer additions were 1,938,000 in 2013, compared to branded postpaid phone net customer losses of 2,092,000 in 2012. The significant improvement in customer development was primarily attributable to improved branded postpaid phone churn, increased new customer activations and qualified upgrades of branded prepaid customers to branded postpaid plans. Branded postpaid phone net customer additions benefited from the launch of Simple Choice plans as a component of the Un-carrier proposition and launch of popular devices in 2013. These factors drove incremental gross additions for branded postpaid phone customers and improved churn as further described below.

Branded postpaid mobile broadband net customer additions were 839,000 in 2014, compared to branded postpaid mobile broadband net customer additions of 68,000 in 2013. The significant increase was driven by strong customer response to promotions for mobile broadband services and devices.

Branded postpaid mobile broadband net customer additions were 68,000 in 2013, compared to branded postpaid mobile broadband net customer additions of 18,000 in 2012. The increase was driven by the positive customer response to the "Tablets Un-leashed" promotion launched in October 2013.

Branded prepaid net customer additions were 1,244,000 in 2014, compared to branded prepaid net customer additions of 328,000 in 2013. The increase in customer development was attributable to higher branded prepaid gross customer additions due to the growth and expansion of the MetroPCS brand, including the launch into additional markets following the MetroPCS business combination in April 2013. This increase was offset in part by higher deactivations from the competitive environment in the prepaid market.

Branded prepaid net customer additions, excluding customers of MetroPCS acquired as a result of the business combination, were 328,000 in 2013, compared to 1,007,000 branded prepaid net customer additions in 2012. The decrease was partly a result of qualified upgrades of branded prepaid customers to branded postpaid plans as the Un-carrier proposition eliminates

annual service contracts to credit worthy customers that have historically been utilizing prepaid products. In addition, the robust competitive environment in the prepaid market resulted in higher branded prepaid customer deactivations, partially offset by higher branded prepaid gross customer additions due in part to the expansion of the MetroPCS brand, including the launch into 30 additional markets since the completion of the business combination.

Wholesale

Wholesale net customer additions were 2,204,000 in 2014, compared to wholesale net customer additions of 2,043,000 in 2013. The increase was primarily attributable to higher M2M gross customer additions resulting from strong activation volume, partially offset by a decrease in MVNO net customer additions driven by higher churn. T-Mobile offers its M2M customers innovative products and solutions to assist them in embracing the Internet of Things ("IoT"). MVNO customers continued to grow, although at a slower rate in 2014 than 2013. MVNO partners often have relationships with multiple carriers and through steering their business towards carriers offering promotions, can impact specific carriers' results.

Wholesale net customer additions were 2,043,000 in 2013, compared to wholesale net customer additions of 1,270,000 in 2012. The growth in MVNO customers was due in part to government subsidized Lifeline programs offered by our MVNO partners along with ongoing growth from MVNO partnerships launched in the fourth quarter of 2012.

Customers Per Account

Customers per account is calculated by dividing the number of branded postpaid customers as of the end of the period by the number of branded postpaid accounts as of the end of the period. An account may include branded postpaid phone and mobile broadband customers. We believe branded postpaid customers per account provides management with useful information to evaluate our branded postpaid customer base on a per account basis.

	Year Ended December 31,		
	2014	2013	2012
Branded postpaid customers per account	2.36	2.18	2.17

Branded postpaid customers per account were 2.36 as of December 31, 2014, compared to 2.18 as of December 31, 2013. The increase was primarily due to an increase in the average number of branded postpaid phone customers per account resulting from promotions for services, including the "4 for $100" offer, and increased penetration of mobile broadband devices.

Branded postpaid customers per account as of December 31, 2013 was consistent compared to December 31, 2012.

Churn

Churn represents the number of customers whose service was discontinued as a percentage of the average number of customers during the specified period. The number of customers whose service was discontinued is presented net of customers that subsequently have their service restored. We believe that churn provides management with useful information to evaluate customer retention and loyalty.

	Year Ended December 31,		
	2014	2013	2012
Branded postpaid phone churn	1.58%	1.69%	2.33%
Branded prepaid churn	4.76%	5.37%	6.44%

Branded postpaid phone churn was 1.58% for the year ended December 31, 2014, an 11 basis point improvement compared to 1.69% in 2013. The year over year improvement in branded postpaid phone churn was impacted by the continued success of our Un-carrier initiatives resulting in increased customer loyalty.

Branded postpaid phone churn was 1.69% for the year ended December 31, 2013, a 64 basis point improvement compared to 2.33% in 2012. The significant improvements were due in part to the continued focus on churn reduction initiatives, such as improving network quality and the customer sales experience. Additionally, our no annual service contracts announced in the first quarter of 2013 gained positive traction with customers. We also began offering new handsets in 2013, such as Apple iPhone products and the Samsung Galaxy S4, which improved customer retention compared to the same periods in 2012.

Branded prepaid churn was 4.76% for the year ended December 31, 2014, a 61 basis point improvement compared to 5.37% in 2013. The improvement was primarily due to the inclusion and growth of MetroPCS customers, which represent the largest portion of the branded prepaid customer base and historically have lower rates of churn than T-Mobile branded prepaid customers.

Branded prepaid churn was 5.37% for the year ended December 31, 2013, a 107 basis point improvement compared to 6.44% in 2012. The improvement was primarily a result of the completion of the business combination with MetroPCS during the second quarter of 2013. MetroPCS customers are now the largest portion of the branded prepaid customer base and have historically had lower rates of churn than the historical T-Mobile branded prepaid business. Consequently, branded prepaid churn was impacted positively by the inclusion of MetroPCS customers.

Average Revenue Per Account, Average Billings Per Account, Average Revenue Per User, and Average Billings Per User

Average Revenue Per Account ("ARPA") represents the average monthly branded postpaid service revenue earned per account. An account may include branded postpaid phone and mobile broadband customers. We believe branded postpaid ARPA provides management, investors and analysts with useful information to assess and evaluate our branded postpaid service revenue realization and assist in forecasting our future branded postpaid service revenues on a per account basis. We consider branded postpaid ARPA to be indicative of our revenue growth potential given the increase in the average number of branded postpaid phone customers per account and increased penetration of mobile broadband devices.

Average Billings Per Account ("ABPA") represents the average monthly branded postpaid customer billings per account. We believe branded postpaid ABPA provides management, investors and analysts with useful information to evaluate average branded postpaid customer billings per account as it is indicative of estimated cash collections, including equipment installments payments, from our customers each month on a per account basis.

Average Revenue Per User ("ARPU") represents the average monthly service revenue earned from customers. Branded postpaid phone ARPU excludes mobile broadband customers and related revenues. We believe branded postpaid phone ARPU and branded postpaid ARPA are useful metrics when assessing the realization of branded postpaid service revenues.

We believe branded prepaid ARPU provides management, investors and analysts with useful information to assess and evaluate our branded prepaid service revenue realization and assist in forecasting our future branded prepaid service revenues on a per customer basis.

Average Billings Per User ("ABPU") represents the average monthly branded postpaid customer billings. We believe branded postpaid ABPU and branded postpaid ABPA are useful metrics when evaluating average branded postpaid customer billings.

The following tables illustrate the calculation of ARPA and ABPA and reconcile these measures to the related service revenues, which we consider to be the most directly comparable GAAP financial measure to ARPA and ABPA:

	Year Ended December 31,		
(in millions, except average number of accounts, ARPA and ABPA)	**2014**	**2013**	**2012**
Calculation of Branded Postpaid ARPA:			
Branded postpaid service revenues	$ 14,392	$ 13,166	$ 14,521
Divided by: Average number of branded postpaid accounts (in thousands) and number of months in period	11,008	9,638	9,975
Branded postpaid ARPA	**$ 108.95**	**$ 113.84**	**$ 121.31**
Calculation of Branded Postpaid ABPA:			
Branded postpaid service revenues	$ 14,392	$ 13,166	$ 14,521
Add: EIP billings	3,596	1,471	450
Total billings for branded postpaid customers	$ 17,988	$ 14,637	$ 14,971
Divided by: Average number of branded postpaid accounts (in thousands) and number of months in period	11,008	9,638	9,975
Branded postpaid ABPA	**$ 136.17**	**$ 126.55**	**$ 125.07**

Branded postpaid ARPA decreased $4.89, or 4%, for 2014, compared to 2013. The decrease was primarily due to the continued growth of customers on Simple Choice plans, which have lower monthly service charges compared to traditional bundled plans, and promotions for services, including the "4 for $100" offer.

Branded postpaid ARPA decreased $7.47, or 6%, for 2013, compared to 2012. The decrease was primarily due to the continued growth of customers on Simple Choice plans, which have lower monthly service charges compared to traditional bundled plans. This was offset in part by increased data revenues from continued growth in smartphone penetration.

Branded postpaid ABPA increased $9.62, or 8%, for 2014 compared to 2013, and increased $1.48, or 1%, for 2013 compared to 2012. The increases were primarily due to growth in devices financed through EIP, offset in part by lower branded postpaid ARPA.

The following tables illustrate the calculation of ARPU and ABPU and reconcile these measures to the related service revenues, which we consider to be the most directly comparable GAAP financial measure to ARPU and ABPU:

	Year Ended December 31,		
(in millions, except average number of customers, ARPU and ABPU)	**2014**	**2013**	**2012**
Calculation of Branded Postpaid Phone ARPU:			
Branded postpaid service revenues	$ 14,392	$ 13,166	$ 14,521
Less: Branded postpaid mobile broadband revenues	(261)	(169)	(185)
Branded postpaid phone service revenues	$ 14,131	$ 12,997	$ 14,336
Divided by: Average number of branded postpaid phone customers (in thousands) and number of months in period	23,817	20,424	20,872
Branded postpaid phone ARPU	**$ 49.44**	**$ 53.03**	**$ 57.23**
Calculation of Branded Postpaid ABPU:			
Branded postpaid service revenues	$ 14,392	$ 13,166	$ 14,521
Add: EIP billings	3,596	1,471	450
Total billings for branded postpaid customers	$ 17,988	$ 14,637	$ 14,971
Divided by: Average number of branded postpaid customers (in thousands) and number of months in period	24,683	20,858	21,306
Branded postpaid ABPU	**$ 60.73**	**$ 58.48**	**$ 58.56**
Calculation of Branded Prepaid ARPU:			
Branded prepaid service revenues	$ 6,986	$ 4,945	$ 1,715
Divided by: Average number of branded prepaid customers (in thousands) and number of months in period	15,691	11,913	5,325
Branded prepaid ARPU	**$ 37.10**	**$ 34.59**	**$ 26.85**

Branded postpaid phone ARPU decreased $3.59, or 7%, for 2014, compared to 2013. The decrease was primarily due to the continued growth of customers on Simple Choice plans, which have lower monthly service charges compared to traditional bundled plans, and promotions for services, including the “4 for $100” offer.

Branded postpaid phone ARPU decreased $4.20, or 7%, for 2013, compared to 2012. The decrease was primarily due to the continued growth of customers on Simple Choice plans, which have lower monthly service charges compared to traditional bundled plans. This was offset in part by increased data revenues from continued growth in smartphone penetration.

Branded postpaid ABPU increased $2.25, or 4% for 2014, compared to 2013. The increase was primarily due to growth in devices financed through EIP, offset in part by lower branded postpaid phone ARPU.

Branded postpaid ABPU decreased $0.08 for 2013, compared to 2012. The decrease was primarily due lower branded postpaid phone ARPU, offset in part by growth in devices financed through EIP.

Branded prepaid ARPU increased $2.51 or 7% for 2014, compared to 2013. The increase was primarily due to the inclusion and growth of the MetroPCS customer base, which generate higher ARPU than the rest of T-Mobile’s branded prepaid customers.

Branded prepaid ARPU increased $7.74 or 29% for 2013, compared to 2012. The increase was primarily due to the inclusion of MetroPCS customer base, which generate higher ARPU than the rest of T-Mobile’s branded prepaid customers, as well as the growth of monthly prepaid service plans, which include data services and have higher ARPU than other pay-as-you-go prepaid plans.

Adjusted EBITDA

Adjusted EBITDA represents earnings before interest expense (net of interest income), tax, depreciation, amortization, stock-based compensation and expenses not reflective of T-Mobile's ongoing operating performance. Adjusted EBITDA margin is Adjusted EBITDA divided by service revenues.

Adjusted EBITDA is a non-GAAP financial measure utilized by our management to monitor the financial performance of our operations. We use Adjusted EBITDA internally as a metric to evaluate and compensate our personnel and management for their performance, and as a benchmark to evaluate our operating performance in comparison to our competitors. Management also uses Adjusted EBITDA to measure our ability to provide cash flows to meet future debt services, capital expenditures and working capital requirements, and fund future growth. We believe analysts and investors use Adjusted EBITDA as a supplemental measure to evaluate overall operating performance and facilitate comparisons with other wireless communications companies. Adjusted EBITDA has limitations as an analytical tool and should not be considered in isolation or as a substitute for income from operations, net income, or any other measure of financial performance reported in accordance with GAAP.

The following table illustrates the calculation of Adjusted EBITDA and reconciles Adjusted EBITDA to net income (loss)which we consider to be the most directly comparable GAAP financial measure to Adjusted EBITDA:

	Year Ended December 31,		
(in millions)	**2014**	**2013**	**2012**
Net income (loss)	$ 247	$ 35	$ (7,336)
Adjustments:			
Interest expense to affiliates	278	678	661
Interest expense	1,073	545	—
Interest income	(359)	(189)	(77)
Other expense (income), net	11	(89)	5
Income tax expense	166	16	350
Operating income (loss)	1,416	996	(6,397)
Depreciation and amortization	4,412	3,627	3,187
Cost of MetroPCS business combination	299	108	7
Stock based compensation [(1)]	211	100	—
Gains on disposal of spectrum licenses [(1)]	(720)	—	(156)
Impairment charges	—	—	8,134
Other, net [(1)]	18	54	111
Adjusted EBITDA	**$ 5,636**	**$ 4,885**	**$ 4,886**
Adjusted EBITDA margin	**25%**	**26%**	**28%**

(1) Stock-based compensation includes tax impacts and may not agree to stock based compensation expense in the consolidated financial statements. Gains on disposal of spectrum licenses and Other, net transactions may not agree in total to the Gains on disposal of spectrum licenses and Other, net in the Consolidated Statements of Comprehensive Income (Loss) primarily due to certain routine operating activities, such as insignificant or routine spectrum license exchanges that would be expected to reoccur, and are therefore included in Adjusted EBITDA.

Adjusted EBITDA increased 15% for 2014, compared to 2013. Adjusted EBITDA was positively impacted by increased branded postpaid revenues resulting from the continued success of our Un-carrier value proposition and strong customer response to promotional activities, as well as the inclusion of MetroPCS operating results since the business combination in 2013, including branded prepaid revenue growth from expansion of the MetroPCS brand. These increases were partially offset by higher selling, general and administrative expenses and losses on equipment sales.

Adjusted EBITDA was consistent for 2013, compared to 2012. The inclusion of MetroPCS's operating results since May 1, 2013, contributed approximately $1.0 billion in Adjusted EBITDA for 2013. Excluding the Adjusted EBITDA contributed by MetroPCS's operating results, Adjusted EBITDA was negatively impacted by the reduction in service revenues, which declined primarily due to impacts from customers migrating to Simple Choice plans, which result in lower ARPU. Additionally, Adjusted EBITDA was negatively impacted by increases in cost of equipment sales from higher sales volumes, partially offset by increases in equipment sales. Increases in costs of equipment sales and equipment sales were driven by higher gross customer additions and the launch of new handsets in 2013. In addition, equipment sales increased in 2013 due to a higher proportion of customers choosing Simple Choice plans for which we do not include a bundled sale of a discounted device.

Adjusted EBITDA in the first quarter of 2015 is expected to be significantly impacted by a large investment to front end customer growth in 2015, similar to what we did in 2014. In addition, the first quarter of 2015 will reflect the accounting treatment of Un-carrier 8.0 - Data Stash, which is expected to have a non-cash impact in the range of $100 million to $150 million. The accounting treatment of the initial 10 GB allotment, which is a revenue deferral, is expected to fully reverse itself during 2015.

Liquidity and Capital Resources

Our principal sources of liquidity are our cash and cash equivalents and cash generated from operations, proceeds from issuance of long-term debt and issuance of common and preferred stock, the sale of certain service receivables related to a factoring arrangement, and financing arrangements of vendor payables which effectively extend payment terms. In addition, we have entered into an unsecured revolving credit facility with Deutsche Telekom that allows for up to $500 million in borrowings. As of December 31, 2014, our cash and cash equivalents were $5.3 billion. We expect our current sources of funding to be sufficient to meet the anticipated liquidity requirements of the Company in the next 12 months and intend to use our current sources of funding for general corporate purposes, including capital investments, enhancing our financial flexibility and opportunistically acquiring additional spectrum in private party transactions. We determine future liquidity requirements, for both operations and capital expenditures, based in large part upon projected financial and operating performance. We regularly review and update these projections for changes in current and projected financial and operating results, general economic conditions, the competitive landscape and other factors. There are a number of risks and uncertainties that could cause our financial and operating results and capital requirements to differ materially from our projections, which could cause future liquidity to differ materially from our assessment. We may seek to raise additional debt or equity capital to the extent our projections regarding our liquidity requirements change or on an opportunistic basis when there are favorable market conditions. Further, we may consider entering into factoring arrangements to sell certain EIP receivables as an additional source of liquidity.

Prior to the completion of the business combination with MetroPCS in April 2013, our sources of liquidity were cash and cash equivalents and short-term investments with Deutsche Telekom included in accounts receivable from affiliates, and cash generated from operations.

As of December 31, 2014, our total capital consisted of total debt of $22.0 billion, excluding our long-term financial obligation related to the tower transaction, and stockholders' equity of $15.7 billion. In 2014, we completed an offering of new senior unsecured notes in aggregate principal amounts of $3.0 billion and used a portion of the proceeds from the issuance of the notes to redeem senior unsecured notes of $1.0 billion with a higher interest rate. In addition, in 2014, we completed a public offering of 20 million shares of preferred stock for net proceeds of $982 million. Unless converted earlier, each share of the preferred stock will automatically convert in 2017 into between 1.6119 and 1.9342 shares of common stock depending on the applicable market value of the common stock. See Note 8 – Debt and Note 14 – Additional Financial Information of the Notes to the Consolidated Financial Statements included in Part II, Item 8 of this Form 10-K for further information.

In 2014, we completed transactions for the acquisition of 700 MHz A-Block, AWS and PCS spectrum licenses, primarily with Verizon, for cash and the transfer of certain AWS and PCS spectrum licenses. Upon closing of the transactions in 2014, we paid $2.5 billion with cash on hand and transferred certain AWS and PCS spectrum licenses. In addition, in 2014, the FCC began conducting an auction of AWS spectrum licenses and T-Mobile provided the FCC with a deposit of $417 million in connection with the auction. In January 2015, the FCC announced T-Mobile was the winning bidder of AWS spectrum licenses covering approximately 97 million people for an aggregate bid price of $1.8 billion. T-Mobile will pay the FCC the remaining $1.4 billion for the AWS spectrum licenses in March 2015 with cash on hand. T-Mobile expects to receive the AWS spectrum licenses, subject to regulatory approval, in the second quarter of 2015.

In 2014, we entered into a two-year factoring arrangement to sell certain receivables on a revolving basis as an additional source of liquidity. The factoring arrangement has a current maximum funding limit of $640 million, subject to change upon notification to certain third parties. We sold receivables related to the factoring arrangement for net cash proceeds of $610 million in 2014. See Note 4 – Factoring Arrangement of the Notes to the Consolidated Financial Statements included in Part II, Item 8 of this Form 10-K for further information.

The indentures governing the long-term debt, excluding capital leases, contain covenants that, among other things, limit our ability to: incur more debt; pay dividends and make distributions on our common stock; make certain investments; repurchase stock; create liens or other encumbrances; enter into transactions with affiliates; enter into transactions that restrict dividends or distributions from subsidiaries; and merge, consolidate, or sell, or otherwise dispose of, substantially all of their assets. Certain provisions of each of the indentures and the supplemental indentures relating to the long-term debt restrict the ability of the Issuer to loan funds or make payments to the Parent. However, the Issuer is allowed to make certain permitted payments to the

Parent under the terms of each of the indentures and the supplemental indentures relating to the long-term debt. We were in compliance with all restrictive debt covenants as of December 31, 2014.

Capital Expenditures

Our liquidity requirements have been driven primarily by capital expenditures for spectrum licenses and the construction, expansion and upgrading of our network infrastructure.

The property and equipment capital expenditures in 2014 and 2013 primarily relate to our network modernization and deployment of LTE. The capital expenditures in 2012 were primarily associated with the continued expansion of our network coverage. During 2012, we were developing plans to deploy LTE in 2013 after the terminated AT&T transaction. As such, capital spending was lower in 2012 than in subsequent periods.

We expect cash capital expenditures for property and equipment to be in the range of $4.4 billion to $4.7 billion in 2015. This does not include purchases of spectrum licenses.

Cash Flows

The following table summarizes the consolidated statements of cash flows:

	Year Ended December 31,		
(in millions)	**2014**	**2013**	**2012**
Net cash provided by operating activities	$ 4,146	$ 3,545	$ 3,862
Net cash used in investing activities	(7,246)	(2,092)	(3,915)
Net cash provided by financing activities	2,524	4,044	57

The historical cash flows of T-Mobile USA should not be considered representative of the anticipated cash flows of T-Mobile US, Inc., the combined company resulting from the business combination.

Operating Activities

Cash provided by operating activities was $4.1 billion in 2014, compared to $3.5 billion in 2013. The increase in cash flow provided by operating activities was driven by several factors. Our operating income, exclusive of non-cash items such as depreciation and amortization and gains from spectrum license transactions, increased slightly compared to the prior year. This was primarily a result of increases in branded postpaid revenues due to our acceleration of customer growth partially offset by higher selling, general and administrative costs and losses on equipment sales. Net changes in working capital increased slightly. This was primarily a result of increases in accounts payable and accrued liabilities due to the timing of vendor payments and proceeds from the sales of certain service receivables related to the factoring arrangement. The increases in working capital were mostly offset by increases in EIP receivables as the result of significant growth in devices financed through EIP and increases in inventories.

Cash provided by operating activities was $3.5 billion in 2013, compared to $3.9 billion in 2012. The decrease in cash flow provided by operating activities was driven by several factors. Our operating income, exclusive of non-cash items such as impairment charges and depreciation and amortization, declined compared to the same period in the prior year primarily as a result of decreases in branded postpaid revenues. Net changes in working capital decreased slightly due to increases in EIP receivables, offset in part by increases in accounts payable and accrued liabilities due in part to timing of vendor payments.

Investing Activities

Cash used in investing activities was $7.2 billion in 2014, compared to $2.1 billion used in 2013. In 2014, cash used in investing activities primarily consisted of purchases of property and equipment of $4.3 billion as a result of our network modernization and purchases of intangible assets of $2.9 billion due primarily to the acquisition of 700 MHz A-Block spectrum licenses. In 2013, cash used in investing activities primarily consisted of purchases of property and equipment of $4.0 billion as a result of our network modernization. This was partially offset by cash and cash equivalents acquired in connection with the business combination with MetroPCS of $2.1 billion and the settlement of a short-term loan receivable, net with Deutsche Telekom of $300 million.

Cash used in investing activities was $2.1 billion in 2013, compared to $3.9 billion used in 2012. The decrease was primarily due to the cash and cash equivalents acquired in connection with the business combination with MetroPCS of $2.1 billion. The decrease was partially offset by $1.1 billion higher purchases of property and equipment in 2013, as compared to 2012, as a result of T-Mobile's network modernization in 2013 described above.

Financing Activities

Cash provided by financing activities was $2.5 billion in 2014, compared to $4.0 billion in 2013. The decrease was primarily due to higher repayments of long-term debt of $1.0 billion, lower net proceeds from the issuance of stock of $805 million, higher net repayments of short-term debt of $174 million and lower proceeds from the exercise of stock options of $110 million. The decrease was partially offset by higher net proceeds from the issuance of long-term debt of $499 million.

Cash provided by financing activities was $4.0 billion in 2013, compared to $57 million in 2012. The increase was primarily due to net proceeds of $2.5 billion from the issuance of long-term debt, net proceeds from the issuance of common stock of $1.8 billion, and proceeds from the exercises of stock options issued of $137 million. The increase was offset by repayments of short-term debt for purchases of property and equipment of $244 million, the purchase of Cook Inlet's interest in CIVS VII of $80 million, and a distribution to Deutsche Telekom of $41 million in connection with the recapitalization of T-Mobile USA effected immediately prior to the completion of the business combination with MetroPCS.

Contractual Obligations

Current accounting standards require disclosure of material obligations and commitments to make future payments under contracts, such as debt, lease agreements, and purchase obligations. See Note 8 – Debt and Note 13 – Commitments and Contingencies of the Notes to the Consolidated Financial Statements included in Part II, Item 8 of this Form 10-K.

The following table provides aggregate information about T-Mobile's contractual obligations as of December 31, 2014:

(in millions)	Less Than 1 Year	1 - 3 Years	4 - 5 Years	More Than 5 Years	Total
Long-term debt [1]	$ —	$ —	$ 3,000	$ 18,200	$ 21,200
Interest on long-term debt	1,320	2,644	2,563	3,000	9,527
Capital lease obligations, including interest	49	102	107	319	577
Vendor financing arrangements	64	—	—	—	64
Financial obligation [2]	166	332	332	1,316	2,146
Operating leases, including dedicated transportation lines	2,289	4,073	3,420	5,520	15,302
Non-dedicated transportation lines	715	1,389	945	935	3,984
Purchase obligations [3]	1,496	2,898	20	—	4,414
Network decommissioning [4]	80	85	57	63	285
Total contractual obligations	$ 6,099	$ 11,438	$ 10,387	$ 29,290	$ 57,214

(1) Represents principal amounts of long-term debt at maturity, excluding unamortized premium from purchase price allocation fair value adjustment, capital lease obligations and vendor financing arrangements.

(2) Future minimum payments, including principal and interest payments and imputed lease rental income, related to the long-term financial obligation recorded in connection with the Tower Transaction. See Note 9 – Tower Transaction and Related Long-Term Financial Obligation of the Notes to the Consolidated Financial Statements included in Part II, Item 8 of this Form 10-K for further information.

(3) T-Mobile calculated the minimum obligation for certain agreements to purchase goods or services based on termination fees that can be paid to exit the contract. Termination penalties are included in the above table as payments due in less than one year, as this is the earliest T-Mobile could exit these contracts. For certain contracts that include fixed volume purchase commitments and fixed prices for various products, the purchase obligations are calculated using fixed volumes and contractually fixed prices for the products that are expected to be purchased. This table does not include open purchase orders as of December 31, 2014 under normal business purposes.

(4) Represents future undiscounted cash flows related to decommissioned MetroPCS CDMA network and certain other redundant cell sites as of December 31, 2014. See Note 2 – Business Combination with MetroPCS of the Notes to the Consolidated Financial Statements included in Part II, Item 8 of this Form 10-K for further information.

Certain commitments and obligations are included in the table based on the year of required payment or an estimate of the year of payment. Other long-term liabilities, excluding network decommissioning, have been omitted from the table above due to the uncertainty of the timing of payments, combined with the absence of historical trending to be used as a predictor of such payments. In addition, dividends on preferred stock have been excluded from the table above as no dividends were declared for the year ended December 31, 2014. See Note 14 – Additional Financial Information of the Notes to the Consolidated Financial Statements included in Part II, Item 8 of this Form 10-K for further information.

The purchase obligations reflected in the table above are primarily commitments to purchase handsets and accessories, equipment, software, programming and network services, and marketing activities, which will be used or sold in the ordinary course of business. These amounts do not represent T-Mobile's entire anticipated purchases in the future, but represent only those items for which T-Mobile is contractually committed. The Company also has purchase obligations that vary with the level of the Company's sales of certain products. The future development of sales of those products could result in purchase obligations in excess of the amounts shown in the table above. Where T-Mobile is committed to make a minimum payment to the supplier regardless of whether it takes delivery, T-Mobile has included only that minimum payment as a purchase obligation. Additionally, included within purchase obligations are amounts for the acquisition of spectrum licenses, which are subject to regulatory approval and other customary closing conditions.

Off-Balance Sheet Arrangements

In 2014, T-Mobile entered into a two-year factoring arrangement to sell certain service accounts receivable on a revolving basis as an additional source of liquidity. As of December 31, 2014, T-Mobile derecognized net receivables of $768 million upon

sale through the factoring arrangement. See Note 4 – Factoring Arrangement of the Notes to the Consolidated Financial Statements included in Part II, Item 8 of this Form 10-K for further information.

Related Party Transactions

See Note 14 – Additional Financial Information of the Notes to the Consolidated Financial Statements included in Part II, Item 8 of this Form 10-K for information regarding related party transactions.

Disclosure of Iranian Activities under Section 13(r) of the Securities Exchange Act of 1934

Section 219 of the Iran Threat Reduction and Syria Human Rights Act of 2012 added Section 13(r) to the Exchange Act of 1934, as amended ("Exchange Act"). Section 13(r) requires an issuer to disclose in its annual or quarterly reports, as applicable, whether it or any of its affiliates knowingly engaged in certain activities, transactions or dealings relating to Iran or with designated natural persons or entities involved in terrorism or the proliferation of weapons of mass destruction. Disclosure is required even where the activities, transactions or dealings are conducted outside the U.S. by non-U.S. affiliates in compliance with applicable law, and whether or not the activities are sanctionable under U.S. law.

As of the date of this report, we are not aware of any activity, transaction or dealing by us or any of our affiliates in 2014 that requires disclosure in this report under Section 13(r) of the Exchange Act, except as set forth below with respect to affiliates that we do not control and that are our affiliates solely due to their common control with Deutsche Telekom. We have relied upon Deutsche Telekom for information regarding their activities, transactions and dealings.

Deutsche Telekom, through certain of its non-U.S. subsidiaries, is party to roaming and interconnect agreements with the following mobile and fixed line telecommunication providers in Iran, some of which are or may be government-controlled entities: Gostaresh Ertebatat Taliya, Irancell Telecommunications Services Company ("MTN Irancell"), Telecommunication Kish Company, Mobile Telecommunication Company of Iran, and Telecommunication Infrastructure Company of Iran. In 2014, gross revenues of all Deutsche Telekom affiliates generated by roaming and interconnection traffic with Iran were less than $2 million and estimated net profits were less than $2 million.

In addition, Deutsche Telekom, through certain of its non-U.S. subsidiaries, operating a fixed line network in their respective European home countries (in particular Germany), provides telecommunications services in the ordinary course of business to the Embassy of Iran in those European countries. Gross revenues and net profits recorded from these activities in 2014 were less than $0.4 million. We understand that Deutsche Telekom intends to continue these activities.

Critical Accounting Policies and Estimates

Preparation of our consolidated financial statements in accordance with U.S. generally accepted accounting principles ("GAAP") requires us to make estimates and assumptions that affect the reported amounts of certain assets, liabilities, revenues and expenses, as well as related disclosure of contingent assets and liabilities. Significant accounting policies are fundamental to understanding our financial condition and results as they require the use of estimates and assumptions which affect the financial statements and accompanying notes. See Note 1 – Summary of Significant Accounting Policies of the Notes to the Consolidated Financial Statements included in Part II, Item 8 of this Form 10-K for further information.

Critical accounting policies, which we discuss further below, are those which are both most important to the portrayal of our financial condition and results, and require management to make difficult, subjective or complex judgments, often as a result of the need to make estimates about the effect of matters which are inherently uncertain. Estimates are based on historical experience, where applicable, and other assumptions that management believes are reasonable under the circumstances. These estimates are inherently subject to judgment and actual results could differ from those estimates.

Allowances

We maintain an allowance for estimated losses resulting from the failure of customers to make required payments. When determining the allowance, we consider the probability of recovery based on past experience taking into account current collection trends and general economic factors. Collection risks are assessed for each type of receivable, including EIP receivables, based upon historical and expected write-offs, net of recoveries, and an analysis of the aged accounts receivable balances with reserves generally increasing as the receivable ages. To the extent that actual loss experience differs significantly from historical trends or assumptions, the required allowance amounts could differ from the estimate. We write off account balances if collection efforts are unsuccessful and future collection is unlikely, based on customer credit ratings and the length of time from the original billing date.

We offer certain retail customers the option to pay for devices and other accessories in installments using an EIP. At the time of an installment sale, we impute a discount for interest as there is no stated rate of interest on the EIP receivables and record the EIP receivables at their present value, which is determined by discounting all expected future payments at the imputed interest rate. The difference between the present value of the EIP receivables and their face amount results in a discount which is recorded as a direct reduction to the carrying value with a corresponding reduction to equipment sales. We determine the imputed discount rate based primarily on current market interest rates and the amount of expected credit losses on the EIP receivables. As a result, we do not recognize a separate valuation allowance at the time of issuance as the effects of uncertainty about future cash flows are included in the initial present value measurement of the receivable. The current portion of the EIP receivables is included in equipment installment plan receivables, net and the long-term portion of the EIP receivables is included in equipment installment plan receivables due after one year, net. The imputed discount on EIP receivables is amortized over the financed installment term using the interest method and recognized as interest income in other income (expenses), net.

Subsequent to the initial determination of the imputed discount, we assess the need for and, if necessary, recognize an allowance for credit losses to the extent the expected credit losses on the gross EIP receivables exceed the remaining unamortized imputed discount balances. The allowance is based on a number of factors, including collection experience, aging of the accounts receivable portfolio, credit quality of the customer base and other qualitative factors such as macro-economic conditions.

Total imputed discount and allowances as of December 31, 2014 and 2013 was approximately 7.4% and 8.6%, respectively, of the total amount of gross accounts receivable, including EIP receivables.

Depreciation

Depreciation commences once assets have been placed in service and is computed using the straight-line method over the estimated useful life of each asset. Depreciable life studies are performed periodically to confirm the appropriateness of depreciable lives for certain categories of property, plant and equipment. These studies take into account actual usage, physical wear and tear, replacement history and assumptions about technology evolution. When these factors indicate that an asset's useful life is different from the previous assessment, the remaining book values are depreciated prospectively over the adjusted remaining estimated useful life. See Note 1 – Summary of Significant Accounting Policies and Note 5 – Property and Equipment of the Notes to the Consolidated Financial Statements included in Part II, Item 8 of this Form 10-K for information regarding depreciation of assets, including management's underlying estimates of useful lives.

Evaluation of Goodwill and Indefinite-Lived Intangible Assets for Impairment

We assess the carrying value of goodwill and other indefinite-lived intangible assets (spectrum licenses) for potential impairment annually as of December 31 or more frequently if events or changes in circumstances indicate that assets might be impaired.

We may elect to first perform a qualitative assessment to determine whether it is more likely than not the fair value of the single reporting unit is less than its carrying amount as a basis for determining whether it is necessary to perform the two-step goodwill impairment test. If we do not perform a qualitative assessment, or if the qualitative assessment indicates it is more likely than not the fair value of the single reporting unit is less than its carrying amount, goodwill is tested for impairment based on a two-step test. In the first step, we compare the fair value of the reporting unit to its carrying value. The fair value of the reporting unit is determined using a market method, which is based on market capitalization. We recognize market capitalization is subject to volatility and will monitor changes in market capitalization to determine whether declines, if any, necessitate an interim impairment review. In the event market capitalization does decline below its book value, we will consider the length, severity and reasons for the decline when assessing whether potential impairment exists, including considering whether a control premium should be added to the market capitalization. We believe short-term fluctuations in share price may not necessarily reflect the underlying aggregate fair value. Historically, we estimated the fair value of the reporting unit using a discounted cash flow approach due to the absence of comparable observable market data. The discounted cash flow method utilizes future cash flow assumptions based on estimates of revenues, EBITDA margin and a long-term growth rate taking into consideration expected industry and market conditions. The cash flows are then discounted using a weighted average cost of capital reflecting the risks associated with the business and the projected cash flows. If the carrying amount of the reporting unit exceeds the fair value, the second step of the test is performed.

In the second step, we determine the fair values of all of the assets and liabilities of the reporting unit, including those that currently may not be recorded. The excess of the fair value of the reporting unit over the sum of the fair value of all of those assets and liabilities represents the implied goodwill amount. If the implied fair value of goodwill is lower than the carrying amount of goodwill, then an impairment loss is recognized for the difference.

We test spectrum licenses for impairment on an aggregate basis, consistent with the management of the overall business at a national level. We may elect to first perform a qualitative assessment to determine whether it is more likely than not that the fair value of an intangible asset group is less than its carrying value. If we do not perform the qualitative assessment, or if the qualitative assessment indicates it is more likely than not the fair value of the intangible asset group is less than its carrying amount, we calculate the estimated fair value of the intangible asset group. If the carrying amount of spectrum licenses exceeds the fair value, an impairment loss is recognized. We estimate the fair value of the spectrum licenses using the Greenfield approach, which is an income approach that estimates the price at which an orderly transaction to sell the asset would take place between market participants at the measurement date under current market conditions. The Greenfield approach values the spectrum licenses by calculating the cash flow generating potential of a hypothetical start-up company that goes into business with no assets except the asset to be valued (in this case, spectrum licenses). The value of the spectrum licenses can be considered as equal to the present value of the cash flows of this hypothetical start-up company. We base the assumptions underlying the Greenfield approach on a combination of market participant data and our historical results, trends and business plans. Future cash flows in the Greenfield approach are based on estimates and assumptions of market participant revenues, EBITDA margin, network build-out period, and a long-term growth rate for a market participant. The cash flows are discounted using a weighted average cost of capital.

The valuation approaches utilized to estimate fair value for the purposes of the impairment tests of goodwill and spectrum licenses require the use of assumptions and estimates, which involve a degree of uncertainty. If actual results or future expectations are not consistent with the assumptions, this may result in the recording of significant impairment charges on goodwill or spectrum licenses. The most significant assumptions within the valuation models are the discount rate, revenues, EBITDA margins and the long-term growth rate. As a result of an impairment test performed in 2012, we recorded an impairment charge on goodwill. See Note 1 – Summary of Significant Accounting Policies and Note 6 – Goodwill, Spectrum Licenses and Intangible Assets of the Notes to the Consolidated Financial Statements included in Part II, Item 8 of this Form 10-K for information regarding our annual impairment test and impairment charges.

Guarantee Liabilities

In 2013, we introduced a handset upgrade program, JUMP!, which provides enrolled customers a specific-price trade-in right to upgrade their device. Participating customers must purchase a device from us, have a qualifying monthly wireless service plan with us, and finance their handset using our EIP, which is treated as a single multiple-element arrangement when entered into at

or near the same time. Upon qualifying JUMP! program upgrades, the customers' remaining EIP balance is settled provided they trade in their eligible used device in good working condition and purchase a new handset from us on a new EIP.

For customers who enroll in the trade-in program, we defer a portion of equipment sales revenue which represents the estimated value of the specified-price trade-in right guarantee. The guarantee liabilities are valued based on various economic and customer behavioral assumptions, which require judgment, including the customer's estimated remaining EIP balance at trade-in, the expected fair value of the used device at trade-in, and probability and timing of trade-in. When the customer upgrades their device, the difference between the trade-in credit to the customer and the fair value of the returned handset is recorded against the guarantee liabilities. All assumptions are reviewed periodically.

Rent Expense

Most of the leases on our tower sites have fixed rent escalations which provide for periodic increases in the amount of rent payable over time. We calculate straight-line rent expense for each of these leases based on the fixed non-cancellable term of the lease plus all periods, if any, for which failure to renew the lease imposes a penalty on us in such amount that a renewal appears, at lease inception, to be reasonably assured. We make significant assumptions at lease inception in determining and assessing the factors that constitute a "penalty". In doing so, we primarily consider costs incurred in acquiring and developing new sites, the useful life of site improvements and equipment costs, future economic conditions and the extent to which improvements in wireless technologies can be incorporated into a current assessment of whether an economic compulsion will exist in the future to renew a lease.

Income Taxes

We recognize deferred tax assets and liabilities based on temporary differences between the financial statement and tax basis of assets and liabilities using enacted tax rates expected to be in effect when these differences are realized. A valuation allowance is maintained against deferred tax assets when it is more likely than not that some portion or all of the deferred tax assets will not be realized. The ultimate realization of a deferred tax asset depends on the ability to generate sufficient taxable income of the appropriate character and in the appropriate taxing jurisdictions within the carryforward periods available. We consider many factors when determining whether a valuation allowance is needed, including recent cumulative earnings experience by taxing jurisdiction, expectations of future income, the carryforward periods available for tax reporting purposes and other relevant factors.

We account for uncertainty in income taxes recognized in the financial statements in accordance with the accounting guidance on the financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return. We assess whether it is more likely than not that a tax position will be sustained upon examination based on the technical merits of the position and adjust the unrecognized tax benefits in light of changes in facts and circumstances, such as changes in tax law, interactions with taxing authorities and developments in case law.

Recently Issued Accounting Standards

See Note 1 – Summary of Significant Accounting Policies of the Notes to the Consolidated Financial Statements included in Part II, Item 8 of this Form 10-K for information regarding recently issued accounting standards.

Item 7A. Quantitative and Qualitative Disclosures About Market Risk

We are exposed to economic risks in the normal course of business, primarily from changes in interest rates. These risks, along with other business risks, impact our cost of capital. Our policy is to manage exposure related to fluctuations in interest rates in order to manage capital costs, control financial risks and maintain financial flexibility over the long term. We have established interest rate risk limits that are closely monitored by measuring interest rate sensitivities of our debt and embedded derivative instruments portfolios. We do not foresee significant changes in the strategies used to manage market risk in the near future.

Interest Rate Risk

We are exposed to changes in interest rates, primarily on our long-term debt to affiliates, which consist of the senior reset notes. As of December 31, 2014, we had $5.6 billion in long-term debt with Deutsche Telekom comprised of senior reset notes. Changes in interest rates can lead to significant fluctuations in the fair value of our long-term debt to affiliates.

To perform the sensitivity analysis on the long-term debt to affiliates, we assessed the risk of a change in the fair value from the effect of a hypothetical interest rate change of 100 basis points. As of December 31, 2014, the change in the fair value of our long-term debt to affiliates, based on this hypothetical change, is shown in the table below:

		Fair Value Assuming	
(in millions)	**Fair Value**	**+100 Basis Point Shift**	**-100 Basis Point Shift**
Long-term debt to affiliates	$ 5,780	$ 5,744	$ 5,816

To manage interest rate risk, the interest rates on the senior reset notes are adjusted at the reset dates to rates defined in the applicable supplemental indenture. We determined certain components of the reset feature are required to be bifurcated from the senior reset notes and separately accounted for as embedded derivative instruments. As of December 31, 2014, we had $5 million in embedded derivatives related to the senior reset notes. The fair value of the embedded derivatives was determined based on the fair value of the senior reset notes with and without the embedded derivatives included. The fair value of the senior reset notes with the embedded derivatives utilizes the contractual term of each senior reset note, reset rates calculated based on the spread between specified yield curves and the yield curve on certain T-Mobile long-term debt, and interest rate volatility. Interest rate volatility is derived based on weighted risk-free rate volatility and credit spread volatility. Changes in the spreads between the specified yield curves and the yield curve on certain T-Mobile long-term debt can lead to fluctuations in the fair value of our embedded derivatives.

To perform sensitivity analysis on the embedded derivatives, we assessed the risk of loss in fair values from the effect of a hypothetical spread change between specified yield curves and the yield curve on certain T-Mobile long-term debt of 10 basis points on our portfolio of embedded derivatives. As of December 31, 2014, the change in the fair value of our embedded derivatives, based on this hypothetical change, is shown in the table below:

		Fair Value Assuming	
(in millions)	**Fair Value**	**+10 Basis Point Shift**	**-10 Basis Point Shift**
Embedded derivatives	$ 5	$ 27	$ (17)

Item 8. Financial Statements and Supplementary Data

Financial Statements

Report of Independent Registered Public Accounting Firm

To the Board of Directors and Stockholders of T-Mobile US, Inc.

In our opinion, the accompanying consolidated balance sheets and the related consolidated statements of comprehensive income (loss), of stockholders' equity and of cash flows present fairly, in all material respects, the financial position of T-Mobile US, Inc. and its subsidiaries at December 31, 2014 and December 31, 2013, and the results of their operations and their cash flows for each of the three years in the period ended December 31, 2014 in conformity with accounting principles generally accepted in the United States of America. Also in our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2014, based on criteria established in *Internal Control - Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). The Company's management is responsible for these financial statements, for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in Management's Annual Report on Internal Control over Financial Reporting appearing under Item 9A. Our responsibility is to express opinions on these financial statements and on the Company's internal control over financial reporting based on our audits (which were integrated audits in 2013 and 2014). We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement and whether effective internal control over financial reporting was maintained in all material respects. Our audits of the financial statements included examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audits also included performing such other procedures as we considered necessary in the circumstances. We believe that our audits provide a reasonable basis for our opinions.

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ PricewaterhouseCoopers LLP
Seattle, Washington
February 19, 2015

T-Mobile US, Inc.
Consolidated Balance Sheets

(in millions, except share and per share amounts)	December 31, 2014	December 31, 2013
Assets		
Current assets		
Cash and cash equivalents	$ 5,315	$ 5,891
Accounts receivable, net of allowances of $83 and $109	1,865	2,148
Equipment installment plan receivables, net	3,062	1,471
Accounts receivable from affiliates	76	41
Inventories	1,085	586
Deferred tax assets, net	988	839
Other current assets	1,593	1,252
Total current assets	13,984	12,228
Property and equipment, net	16,245	15,349
Goodwill	1,683	1,683
Spectrum licenses	21,955	18,122
Other intangible assets, net	870	1,204
Equipment installment plan receivables due after one year, net	1,628	1,075
Other assets	288	292
Total assets	$ 56,653	$ 49,953
Liabilities and Stockholders' Equity		
Current liabilities		
Accounts payable and accrued liabilities	$ 7,364	$ 4,567
Current payables to affiliates	231	199
Short-term debt	87	244
Deferred revenue	459	445
Other current liabilities	635	353
Total current liabilities	8,776	5,808
Long-term debt	16,273	14,345
Long-term debt to affiliates	5,600	5,600
Long-term financial obligation	2,521	2,496
Deferred tax liabilities	4,873	4,645
Deferred rents	2,331	2,113
Other long-term liabilities	616	701
Total long-term liabilities	32,214	29,900
Commitments and contingencies		
Stockholders' equity		
5.50% Mandatory Convertible Preferred Stock Series A, par value $0.00001 per share, 100,000,000 shares authorized; 20,000,000 and 0 shares issued; $1,000 and $0 aggregate liquidation value	—	—
Common Stock, par value $0.00001 per share, 1,000,000,000 shares authorized; 808,851,108 and 803,262,309 shares issued	—	—
Additional paid-in capital	38,503	37,330
Treasury stock, at cost, 1,382,505 and 1,382,505 shares issued	—	—
Accumulated other comprehensive income	1	3
Accumulated deficit	(22,841)	(23,088)
Total stockholders' equity	15,663	14,245
Total liabilities and stockholders' equity	$ 56,653	$ 49,953

The accompanying notes are an integral part of these consolidated financial statements.

T-Mobile US, Inc.
Consolidated Statements of Comprehensive Income (Loss)

(in millions, except shares and per share amounts)	Year Ended December 31, 2014	2013	2012
Revenues			
Branded postpaid revenues	$ 14,392	$ 13,166	$ 14,521
Branded prepaid revenues	6,986	4,945	1,715
Wholesale revenues	731	613	544
Roaming and other service revenues	266	344	433
Total service revenues	22,375	19,068	17,213
Equipment sales	6,789	5,033	2,242
Other revenues	400	319	264
Total revenues	29,564	24,420	19,719
Operating expenses			
Cost of services, exclusive of depreciation and amortization shown separately below	5,788	5,279	4,661
Cost of equipment sales	9,621	6,976	3,437
Selling, general and administrative	8,863	7,382	6,796
Depreciation and amortization	4,412	3,627	3,187
Cost of MetroPCS business combination	299	108	7
Impairment charges	—	—	8,134
Gains on disposal of spectrum licenses	(840)	(2)	(205)
Other, net	5	54	99
Total operating expenses	28,148	23,424	26,116
Operating income (loss)	1,416	996	(6,397)
Other income (expense)			
Interest expense to affiliates	(278)	(678)	(661)
Interest expense	(1,073)	(545)	—
Interest income	359	189	77
Other income (expense), net	(11)	89	(5)
Total other expense, net	(1,003)	(945)	(589)
Income (loss) before income taxes	413	51	(6,986)
Income tax expense	166	16	350
Net income (loss)	$ 247	$ 35	$ (7,336)
Other comprehensive income (loss), net of tax			
Net gain on cross currency interest rate swaps, net of tax effect of $0, $13 and $57	—	23	95
Net loss on foreign currency translation, net of tax effect of $0, ($37) and ($16)	—	(62)	(27)
Unrealized gain (loss) on available-for-sale securities, net of tax effect of ($1), $1 and $0	(2)	1	1
Other comprehensive income (loss), net of tax	(2)	(38)	69
Total comprehensive income (loss)	$ 245	$ (3)	$ (7,267)
Earnings (loss) per share			
Basic	$ 0.31	$ 0.05	$ (13.70)
Diluted	$ 0.30	$ 0.05	$ (13.70)
Weighted average shares outstanding			
Basic	805,284,712	672,955,980	535,286,077
Diluted	815,922,258	676,885,215	535,286,077

The accompanying notes are an integral part of these consolidated financial statements.

T-Mobile US, Inc.
Consolidated Statements of Cash Flows

(in millions)	Year Ended December 31, 2014	2013	2012
Operating activities			
Net income (loss)	$ 247	$ 35	$ (7,336)
Adjustments to reconcile net income (loss) to net cash provided by operating activities			
Impairment charges	—	—	8,134
Depreciation and amortization	4,412	3,627	3,187
Stock-based compensation expense	196	100	—
Excess tax benefit from stock-based compensation	(34)	—	—
Deferred income tax expense	122	10	308
Amortization of debt discount and premium, net	(47)	(62)	(81)
Bad debt expense	444	463	702
Losses from factoring arrangement	179	—	—
Deferred rent expense	225	229	206
Losses (gains) and other, net	(755)	209	(258)
Changes in operating assets and liabilities			
Accounts receivable	(90)	(158)	(299)
Equipment installment plan receivables	(2,429)	(2,016)	(521)
Inventories	(499)	42	(2)
Deferred purchase price from factoring arrangement	(204)	—	—
Other current and long-term assets	(328)	314	(196)
Accounts payable and accrued liabilities	2,395	611	(32)
Other current and long-term liabilities	312	141	50
Net cash provided by operating activities	4,146	3,545	3,862
Investing activities			
Purchases of property and equipment	(4,317)	(4,025)	(2,901)
Purchases of spectrum licenses and other intangible assets, including deposits	(2,900)	(381)	(387)
Short term affiliate loan receivable, net	—	300	(651)
Proceeds from disposals of property and equipment and intangible assets	20	3	51
Cash and cash equivalents acquired in MetroPCS business combination	—	2,144	—
Payments to acquire financial assets, net	(9)	—	(5)
Change in restricted cash equivalents	—	(100)	—
Investments in unconsolidated affiliates, net	(40)	(33)	(22)
Net cash used in investing activities	(7,246)	(2,092)	(3,915)
Financing activities			
Proceeds from issuance of long-term debt	2,993	2,494	—
Repayments of long-term debt and capital lease obligations	(1,019)	(9)	—
Proceeds from issuance of preferred stock	982	—	—
Proceeds from issuance of common stock	—	1,787	—
Proceeds from financial obligation	—	—	2,469
Repayments of short-term debt for purchases of inventory, property and equipment, net	(418)	(244)	—
Repayments related to a variable interest entity	—	(80)	(9)
Distribution to affiliate	—	(41)	(2,403)
Proceeds from exercise of stock options	27	137	—
Taxes paid related to net share settlement of stock awards	(73)	—	—
Excess tax benefit from stock-based compensation	34	—	—
Other, net	(2)	—	—
Net cash provided by financing activities	2,524	4,044	57
Change in cash and cash equivalents	(576)	5,497	4
Cash and cash equivalents			
Beginning of year	5,891	394	390
End of year	$ 5,315	$ 5,891	$ 394

The accompanying notes are an integral part of these consolidated financial statements.

T-Mobile US, Inc.
Consolidated Statement of Stockholders' Equity

(in millions, except shares)	Preferred Stock Outstanding	Common Stock Outstanding	Par Value and Additional Paid-in Capital	Accumulated Other Comprehensive Income	Accumulated Deficit	Total Stockholders' Equity
Balance as of December 31, 2011	—	535,286,077	$ 31,600	$ (28)	$ (15,787)	$ 15,785
Net loss	—	—	—	—	(7,336)	(7,336)
Other comprehensive income	—	—	—	69	—	69
Equity distribution of paid-in capital	—	—	(2,403)	—	—	(2,403)
Balance as of December 31, 2012	—	535,286,077	$ 29,197	$ 41	$ (23,123)	$ 6,115
Net income	—	—	—	—	35	35
Other comprehensive loss	—	—	—	(38)	—	(38)
Effects of debt recapitalization	—	—	3,143	—	—	3,143
MetroPCS shares converted upon reverse merger, net of treasury stock withheld for taxes	—	184,487,309	2,971	—	—	2,971
Issuance of common stock	—	72,765,000	1,787	—	—	1,787
Stock-based compensation	—	—	100	—	—	100
Exercise of stock options	—	9,278,599	137	—	—	137
Issuance of vested restricted stock units	—	62,819	—	—	—	—
Tax impact of stock-based compensation	—	—	(5)	—	—	(5)
Balance as of December 31, 2013	—	801,879,804	$ 37,330	$ 3	$ (23,088)	$ 14,245
Net income	—	—	—	—	247	247
Other comprehensive loss	—	—	—	(2)	—	(2)
Issuance of preferred stock	20,000,000	—	982	—	—	982
Stock-based compensation	—	—	196	—	—	196
Exercise of stock options	—	1,496,365	27	—	—	27
Issuance of vested restricted stock units	—	6,296,107	—	—	—	—
Shares withheld related to net share settlement of stock awards	—	(2,203,673)	(73)	—	—	(73)
Excess tax benefit from stock-based compensation	—	—	34	—	—	34
Other	—	—	7	—	—	7
Balance as of December 31, 2014	20,000,000	807,468,603	$ 38,503	$ 1	$ (22,841)	$ 15,663

The accompanying notes are an integral part of these consolidated financial statements.

T-Mobile US, Inc.
Notes to the Consolidated Financial Statements

Note 1 – Summary of Significant Accounting Policies

Description of Business

T-Mobile US, Inc. ("T-Mobile" or the "Company"), together with its consolidated subsidiaries, is a leading provider of mobile communications services, including voice, messaging and data, under its flagship brands, T-Mobile and MetroPCS, in the United States ("U.S."), Puerto Rico and the U.S. Virgin Islands. T-Mobile provides mobile communications services using 4G Long-Term Evolution ("LTE"), Evolved High Speed Packet Access ("HSPA+"), Universal Mobile Telecommunications Systems ("UMTS"), General Packet Radio Service ("GPRS"), Enhanced Data rates for GSM Evolution ("EDGE"), Global System for Mobile Communications ("GSM") and Code Division Multiple Access ("CDMA") technologies. T-Mobile also offers a wide selection of wireless devices, including handsets, tablets and other mobile communication devices, and accessories. Additionally, T-Mobile provides reinsurance for handset insurance policies and extended warranty contracts offered to T-Mobile's mobile communications customers through a wholly-owned single-parent captive insurance company.

Basis of Presentation

The consolidated financial statements include the balances and results of operations of T-Mobile and its consolidated subsidiaries. T-Mobile operates as a single operating segment. T-Mobile consolidates all majority-owned subsidiaries over which it exercises control, as well as variable interest entities ("VIE") where it is deemed to be the primary beneficiary and VIEs which cannot be deconsolidated. Intercompany transactions and balances have been eliminated in consolidation. Certain prior year amounts have been reclassified to conform to the current presentation.

The preparation of financial statements in conformity with U.S. generally accepted accounting principles ("GAAP") requires management to make estimates and assumptions which affect the financial statements and accompanying notes. Examples include service revenues earned but not yet billed, service revenues billed but not yet earned, allowances for uncollectible accounts and sales returns, discounts for imputed interest on equipment installment plan ("EIP") receivables, guarantee liabilities, tax liabilities, deferred income taxes including valuation allowances, useful lives of long-lived assets, reasonably assured renewal terms for operating leases, stock-based compensation forfeiture rates, and fair value measurements related to goodwill, spectrum licenses, intangible assets, and derivative financial instruments. Estimates are based on historical experience, where applicable, and other assumptions which management believes are reasonable under the circumstances. These estimates are inherently subject to judgment and actual results could differ from those estimates.

Cash and Cash Equivalents

Cash equivalents consist of highly liquid interest-earning investments with remaining maturities of three months or less at the date of purchase.

T-Mobile is required to restrict cash equivalents as collateral for certain agreements. Cash equivalents with use restrictions of less than twelve months are classified as current. Restricted cash equivalents included in other current assets were $100 million as of December 31, 2014 and 2013, respectively.

Accounts Receivable and Allowances

Accounts receivable consist of amounts billed and currently due from customers, other carriers and third-party retail channels ("dealers"), as well as revenues earned but not yet billed at the end of each period. T-Mobile has a two-year factoring arrangement to sell certain service accounts receivable on a revolving basis, which are treated as sales of financial assets. T-Mobile maintains an allowance for estimated losses resulting from uncollectible balances based on a number of factors, including collection experience, aging of the accounts receivable portfolio, credit quality of the customer base and other qualitative factors such as macro-economic conditions. The Company writes off account balances if collection efforts are unsuccessful and future collection is unlikely, based on customer credit ratings and the length of time from the original billing date.

Equipment Installment Plan Receivables

The Company offers certain retail customers the option to pay for devices and other accessories in installments using an EIP. At the time of an installment sale, the Company imputes a discount for interest as there is no stated rate of interest on the EIP

receivables and records the EIP receivables at their present value, which is determined by discounting all expected future payments at the imputed interest rate. The difference between the present value of the EIP receivables and their face amount results in a discount which is recorded as a direct reduction to the carrying value with a corresponding reduction to equipment sales. T-Mobile determines the imputed discount rate based primarily on current market interest rates and the amount of expected credit losses on the EIP receivables. As a result, T-Mobile does not recognize a separate valuation allowance at the time of issuance as the effects of uncertainty about future cash flows are included in the initial present value measurement of the receivable. The current portion of the EIP receivables is included in equipment installment plan receivables, net and the long-term portion of the EIP receivables is included in equipment installment plan receivables due after one year, net. The imputed discount on EIP receivables is amortized over the financed installment term using the interest method and recognized as interest income in other income (expenses), net.

Subsequent to the initial determination of the imputed discount, T-Mobile assesses the need for and, if necessary, recognizes an allowance for credit losses to the extent the expected credit losses on the gross EIP receivables exceed the remaining unamortized imputed discount balances. The allowance is based on a number of factors, including collection experience, aging of the accounts receivable portfolio, credit quality of the customer base and other qualitative factors such as macro-economic conditions. T-Mobile writes off account balances if collection efforts are unsuccessful and future collection is unlikely, based on customer credit ratings and the length of time from the original billing date. Equipment sales not reasonably assured to be collectible are recorded on a cash basis as payments are received.

Inventories

Inventories consist primarily of wireless devices and accessories, which are valued at the lower of cost or market. Cost is determined using standard cost which approximates average cost. T-Mobile sells wireless devices separately and in connection with service contracts. To the extent the Company sells wireless devices at prices below cost, the loss on the sale of the wireless device (“device subsidy”) is recognized at the time of the sale. The device subsidy is expected to be recovered through future service revenues. Shipping and handling costs paid to wireless device and accessories vendors are included in the standard cost of inventory. T-Mobile records inventory write-downs for obsolete and slow-moving items based on inventory turnover trends and historical experience.

Long-Lived Assets

Long-lived assets include assets which do not have indefinite lives, such as property and equipment and intangible assets. The Company assesses potential impairments to its long-lived assets when events or changes in circumstances indicate the carrying value may not be recoverable and exceeds the fair value of the respective asset or asset group. The carrying value of a long-lived asset or asset group is not recoverable if it exceeds the sum of the undiscounted cash flows expected to result from the use and eventual disposition of the asset or asset group. An impairment loss is measured as the amount by which the carrying amount of a long-lived asset or asset group exceeds its fair value.

Property and equipment

Property and equipment consists of buildings and equipment, wireless communication systems, leasehold improvements, capitalized software and construction in progress. Buildings and equipment include certain network server equipment. Wireless communication systems include assets to operate the Company’s wireless network and IT data centers, including tower asset leaseholds, assets related to the liability for the retirement of long-lived assets and capital leases. Leasehold improvements include asset improvements other than those related to the wireless network.

Property and equipment are recorded at cost less accumulated depreciation and impairments, if any. Costs of major replacements and improvements are capitalized. Repair and maintenance expenditures which do not enhance or extend the asset’s useful life are charged to operating expenses as incurred. Construction costs, labor and overhead incurred in the expansion or enhancement of T-Mobile’s wireless network are capitalized. Capitalization commences with pre-construction period administrative and technical activities, which includes obtaining leases, zoning approvals and building permits, and ceases at the point at which the asset is ready for its intended use. T-Mobile capitalizes interest associated with the acquisition or construction of certain property and equipment. Capitalized interest is reported as a reduction in interest expense and depreciated over the average useful life of the related assets. Depreciation commences once assets have been placed in service and is computed using the straight-line method over the estimated useful life of each asset. Depreciable life studies are performed periodically to confirm the appropriateness of useful lives for certain categories of property and equipment. These studies take into account actual usage, physical wear and tear, replacement history and assumptions about technology evolution. When these factors indicate the useful life of an asset is different from the previous assessment, the remaining book value is

depreciated prospectively over the adjusted remaining estimated useful life. Leasehold improvements are depreciated over the shorter of their estimated useful lives or the related lease term.

Capital leases are primarily for distributed antenna systems (“DAS”). Future obligations related to capital leases are included in short-term debt and long-term debt. Depreciation of assets held under capital leases is included in depreciation and amortization expense.

T-Mobile records a liability for the fair value of legal obligations associated with the retirement of tangible long-lived assets and a corresponding increase in the carrying amount of the related asset in the period in which the obligation is incurred. Over time, the liability is accreted to its present value and the capitalized cost is depreciated over the estimated useful life of the asset. The Company’s obligations relate primarily to certain legal obligations to remediate leased property on which the Company’s network infrastructure and administrative assets are located.

The Company capitalizes certain costs incurred in connection with developing or acquiring internal use software. Capitalization of software costs commences once the final selection of the specific software solution has been made and management authorizes and commits to funding the software project. Capitalization ceases at the point at which the software is ready for its intended use. Capitalized costs include direct development costs associated with internal use software, including internal direct labor costs and external costs of materials and services. Capitalized software costs are included in property and equipment, net and amortized on a straight-line basis over the estimated useful life of the asset. Costs incurred during the preliminary project stage, as well as maintenance and training costs are expensed as incurred.

Other Intangible Assets

Intangible assets that have finite useful lives are amortized over their useful lives. Customer lists are amortized using the sum-of-the-years-digits method over the expected period in which the relationship is expected to contribute to future cash flows. The remaining finite-lived intangible assets are amortized using the straight-line method.

Goodwill

Goodwill consists of the excess of the purchase price over the fair value of net identifiable assets acquired in a business combination.

Spectrum Licenses

Spectrum licenses are carried at costs incurred to acquire the spectrum licenses and the costs to prepare the spectrum licenses for their intended use, such as costs to clear acquired spectrum licenses. The Federal Communications Commission (“FCC”) issues spectrum licenses which provide T-Mobile with the exclusive right to utilize designated radio frequency spectrum within specific geographic service areas to provide wireless communication services. While spectrum licenses are issued for a fixed period of time, typically for up to fifteen years, the FCC has granted license renewals routinely and at a nominal cost. The spectrum licenses held by the Company expire at various dates. The Company believes it will be able to meet all requirements necessary to secure renewal of its spectrum licenses at nominal costs. Moreover, the Company has determined there are currently no legal, regulatory, contractual, competitive, economic or other factors that limit the useful lives of its spectrum licenses. Therefore, the Company has determined the spectrum licenses should be treated as indefinite-lived intangible assets.

The Company at times enters into agreements to sell or exchange spectrum licenses. Upon entering into the arrangement, if the transaction has been deemed to have commercial substance, spectrum licenses are reviewed for impairment and transferred at their carrying value, net of any impairment, to assets held for sale included in other current assets until approval and completion of the exchange or sale. Upon closing of the transaction, spectrum licenses acquired as part of an exchange of nonmonetary assets are valued at fair value. The difference between the fair value of the spectrum licenses obtained, book value of the spectrum licenses transferred and cash paid, if any, is recognized as gains (losses) included in gains on disposal of spectrum licenses. If the transaction lacks commercial substance or the fair value is not measurable, the acquired spectrum licenses are recorded at the book value of the assets tendered.

Impairment Tests of Goodwill and Indefinite-Lived Intangible Assets

The Company assesses the carrying value of its goodwill and other indefinite-lived intangible assets (spectrum licenses) for potential impairment annually as of December 31 or more frequently if events or changes in circumstances indicate such assets might be impaired.

The Company may elect to first perform a qualitative assessment to determine whether it is more likely than not the fair value of the single reporting unit is less than its carrying amount as a basis for determining whether it is necessary to perform the two-step goodwill impairment test. If the Company does not perform a qualitative assessment, or if the qualitative assessment indicates it is more likely than not the fair value of the single reporting unit is less than its carrying amount, goodwill is tested for impairment based on a two-step test. In the first step, the Company compares the fair value of the reporting unit, calculated using a market approach or a discounted cash flow method, to the carrying value. If the fair value is less than the carrying value, the second step is performed. In the second step, the Company determines the fair values of all of the assets and liabilities of the reporting unit, including those that may not be currently recorded. The excess of the fair value of the reporting unit over the sum of the fair value of all of those assets and liabilities represents the implied goodwill amount. If the implied fair value of goodwill is lower than its carrying amount, an impairment loss is recognized for the difference.

The Company tests its spectrum licenses for impairment on an aggregate basis, consistent with the Company's management of the overall business at a national level. The Company may elect to first perform a qualitative assessment to determine whether it is more likely than not that the fair value of an intangible asset group is less than its carrying value. If the Company does not perform the qualitative assessment, or if the qualitative assessment indicates it is more likely than not the fair value of the intangible asset group is less than its carrying amount, the Company calculates the estimated fair value of the intangible asset group. If the estimated fair value of the spectrum licenses is lower than their carrying amount, an impairment loss is recognized for the difference. The Company estimates fair value using the Greenfield approach, which is an income approach, to estimate the price at which an orderly transaction to sell the asset would take place between market participants at the measurement date under current market conditions.

Guarantee Liabilities

T-Mobile offers a device trade-in program, Just Upgrade My Phone (“JUMP!”), which provides eligible customers a specified-price trade-in right to upgrade their device. Participating customers must purchase a device from T-Mobile, have a qualifying monthly wireless service plan with T-Mobile, and finance their device using an EIP, which is treated as a single multiple-element arrangement when entered into at or near the same time. Upon qualifying JUMP! program upgrades, the customers’ remaining EIP balance is settled provided they trade in their eligible used device in good working condition and purchase a new device from T-Mobile on a new EIP.

For customers who enroll in the device trade-in program, the Company defers the portion of equipment sales revenue which represents the estimated value of the specified-price trade-in right guarantee. The guarantee liabilities are valued based on various economic and customer behavioral assumptions, including the customer's estimated remaining EIP balance at trade-in, the expected fair value of the used handset at trade-in, and probability and timing of trade-in. T-Mobile assesses guarantee liabilities at each reporting date to determine if facts and circumstances would indicate the incurrence of incremental contingent liabilities is probable and if so, reasonably estimable. The recognition and subsequent adjustments of the contingent guarantee liability as a result of these assessments are recorded as adjustments to revenue. When customers upgrade their devices, the difference between the trade-in credit to the customer and the fair value of the returned devices is recorded against the guarantee liabilities. Guarantee liabilities included in other current liabilities were $286 million and $191 million as of December 31, 2014 and 2013, respectively. The estimated EIP receivable balance if all enrolled handset upgrade program customers were to claim their benefit, not including any trade-in value of the required used handset, was $2.6 billion as of December 31, 2014. This is not an indication of the Company’s expected loss exposure as it does not consider the expected fair value of the used handset, which is required to be in good working condition at trade-in, nor does it consider the probability and timing of trade-in.

Fair Value Measurements

T-Mobile accounts for certain assets and liabilities at fair value. Fair value is a market-based measurement which is determined based on assumptions market participants would use in pricing an asset or liability. As a basis for considering such assumptions, T-Mobile uses the three-tiered fair value hierarchy, which prioritizes the inputs used in measuring fair value as follows:

Level 1	Observable inputs which reflect quoted prices in active markets for identical assets or liabilities;
Level 2	Inputs other than the quoted prices in active markets which are observable either directly or indirectly; and
Level 3	Unobservable inputs for which there is little or no market data, which require T-Mobile to develop its own assumptions.

T-Mobile uses observable market data, when available. Assets and liabilities measured at fair value include embedded derivative instruments related to the Company’s long-term debt to affiliates.

The carrying values of cash and cash equivalents, accounts receivable, accounts receivable from affiliates and accounts payable approximate fair value due to the short-term maturities of these instruments. The carrying values of EIP receivables approximate fair value as the receivables are recorded at their present value, net of unamortized discount and allowance for credit losses. There were no financial instruments with a carrying value materially different from their fair value, based on quoted market prices or rates for the same or similar instruments, or internal valuation models.

Derivative Financial Instruments

Derivative financial instruments are recorded on the balance sheet at fair value. Changes in the fair value of derivative instruments are recognized in net income (loss) or other comprehensive income (loss), depending on the type of derivative and whether the derivative is designated as part of an effective hedge transaction. T-Mobile does not enter into derivatives for trading or speculative purposes.

For derivative instruments not designated as hedging instruments, gains (losses) from changes in fair value are recognized as interest expense.

For derivative instruments designated as cash flow hedges, the effective portion of the gains (losses) from changes in fair value are initially reported as a component of other comprehensive income (loss) and subsequently recognized as interest expense in the period during which the hedged transaction affects earnings. The ineffective portion of the gains (losses), if any, is immediately recognized as interest expense. To receive hedge accounting treatment, cash flow hedges must be highly effective in offsetting changes to expected future cash flows of the hedged transaction.

For embedded derivative instruments, gains (losses) from changes in fair value are recognized as interest expense.

Revenue Recognition

Service revenues are earned from providing access to and usage of the Company's wireless communications network and recognized when the service is rendered or collections are reasonably assured. Service revenues also include revenues earned for providing value added services to customers, such as handset insurance services. Branded postpaid service revenues are generally billed in arrears, but may be billed in advance, depending on the plan or contract entered into by the customer. Branded prepaid service revenues include revenues earned from pay-in-advance customers generally not originated under contract. Recognition of prepaid revenue is deferred until services are rendered or the prepaid balance expires. Incentives given to customers are recorded as a reduction to revenue. Access revenue from customers paying a recurring charge for specified services is recognized ratably over the service period. Usage revenue, including roaming revenue and long-distance revenue, is recognized when the service is rendered. Wholesale revenues are earned for providing services to mobile virtual network operators and machine-to-machine customers and recognized when the service is provided. Roaming and other service revenues primarily include revenues from other wireless communication providers for roaming by their customers on the Company's network. Equipment sales, including those on EIP, are composed of revenues from the sale of mobile communication devices and accessories and recognized when the products are delivered to the customer or dealer. The Company records device returns as a reduction to equipment sales revenues and cost of equipment sales. Equipment sales that are not reasonably assured to be collectible are recorded on a cash basis as payments are received.

The Company sells both wireless services and devices to customers through its company-owned sales channels. For contracts that involve multiple components entered into at or near the same time, such as wireless services and devices, revenue is allocated between the separate units of accounting, based on such components' relative selling prices on a standalone basis. This is subject to the requirement that revenue recognized is limited to the amounts already received from the customer that are not contingent upon the delivery of additional products or services to the customer in the future. For customers enrolled in JUMP!, the Company treats the JUMP! trade-in right as a component in a multiple element arrangement and defers equipment sales revenue in the amount of the fair value of the trade-in right. See Guarantee Liabilities for more information.

Federal Universal Service Fund (“USF”) and other fees are assessed by various governmental authorities in connection with the services the Company provides to its customers. When the Company separately bills and collects these regulatory fees from customers, they are recorded gross in service revenues and cost of services. For the years ended December 31, 2014, 2013 and 2012, the Company recorded approximately $349 million, $362 million and $455 million, respectively, of USF and other fees on a gross basis.

Lease Accounting

The Company has operating leases for cell sites, retail locations, corporate offices and dedicated transportation lines, some of which have escalating rentals during the initial lease term and during subsequent optional renewal periods. The Company recognizes rent expense on a straight-line basis, over the initial lease term and renewal periods that are considered reasonably assured at the inception of the lease.

Advertising Expense

T-Mobile expenses the cost of advertising and other promotional expenditures to market the Company's services and products as incurred. Advertising expense included in selling, general and administrative expenses were $1.4 billion, $1.0 billion and $0.9 billion for the years ended December 31, 2014, 2013 and 2012, respectively.

Income Taxes

Deferred tax assets and liabilities are recognized based on temporary differences between the financial statement and tax bases of assets and liabilities using enacted tax rates expected to be in effect when these differences are realized. A valuation allowance is recorded when it is more likely than not that some portion or all of a deferred tax asset will not be realized. The ultimate realization of a deferred tax asset depends on the ability to generate sufficient taxable income of the appropriate character and in the appropriate taxing jurisdictions within the carryforward periods available.

The Company accounts for uncertainty in income taxes recognized in the financial statements in accordance with the accounting guidance on the financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return. The Company assesses whether it is more likely than not that a tax position will be sustained upon examination based on the technical merits of the position and adjusts the unrecognized tax benefits in light of changes in facts and circumstances, such as changes in tax law, interactions with taxing authorities and developments in case law.

Other Comprehensive Income (Loss)

Other comprehensive income (loss) consists of adjustments, net of tax, related to unrealized gains (losses) on available-for-sale securities, unrealized gains (losses) on cash flow hedging derivatives and unrealized gains (losses) on foreign currency translation. These are reported in accumulated other comprehensive income (“AOCI”) as a separate component of stockholders’ equity until realized in earnings.

Stock-Based Compensation

Stock-based compensation cost for stock awards, which include restricted stock units (“RSU”) and performance stock units (“PSU”), is measured at fair value on the grant date and recognized as expense, net of expected forfeitures, over the related service period. The fair value of stock awards is based on the closing price of T-Mobile common stock on the date of grant. RSUs are recognized as expense using the straight-line method. PSUs are recognized as expense following a graded vesting schedule.

Earnings (Loss) Per Share

Basic earnings (loss) per share is computed by dividing net income (loss) by the weighted-average number of common shares outstanding for the period. Diluted earnings (loss) per share is computed by giving effect to all potentially dilutive common shares outstanding during the period. Potentially dilutive common shares consist of outstanding stock options, RSUs and PSUs, calculated using the treasury stock method, and each share of mandatory convertible preferred stock (“preferred stock”), calculated using the if-converted method.

Variable Interest Entities

VIEs are entities which lack sufficient equity to permit the entity to finance its activities without additional subordinated financial support from other parties, have equity investors which do not have the ability to make significant decisions relating to the entity's operations through voting rights, do not have the obligation to absorb the expected losses, or do not have the right to receive the residual returns of the entity. The most common type of VIE is a special purpose entity (“SPE”). SPEs are commonly used in securitization transactions in order to isolate certain assets and distribute the cash flows from those assets to investors. SPEs are generally structured to insulate investors from claims on the SPE's assets by creditors of other entities, including the creditors of the seller of the assets.

The primary beneficiary is required to consolidate the assets and liabilities of the VIE. The primary beneficiary is the party which has both the power to direct the activities of an entity that most significantly impact the VIE's economic performance, and through its interests in the VIE, the obligation to absorb losses or the right to receive benefits from the VIE which could potentially be significant to the VIE. T-Mobile consolidates VIEs when it is deemed to be the primary beneficiary or when the VIE cannot be deconsolidated.

Recently-Issued Accounting Standards

In May 2014, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") 2014-09, "Revenue from Contracts with Customers." The standard requires entities to recognize revenue through the application of a five-step model, which includes identification of the contract, identification of the performance obligations, determination of the transaction price, allocation of the transaction price to the performance obligations, and recognition of revenue as the entity satisfies the performance obligations. The standard will become effective for T-Mobile beginning January 1, 2017. The Company is currently evaluating the guidance to determine the potential impact on T-Mobile's consolidated financial statements.

Note 2 – Business Combination with MetroPCS

Transaction Overview

On October 3, 2012, Deutsche Telekom AG ("Deutsche Telekom"), T-Mobile Global Zwischenholding GmbH ("T-Mobile Global"), a direct wholly-owned subsidiary of Deutsche Telekom, T-Mobile Global Holding GmbH ("T-Mobile Holding"), a direct wholly-owned subsidiary of T-Mobile Global, T-Mobile USA, Inc. ("T-Mobile USA") and MetroPCS Communications, Inc. ("MetroPCS") entered into a Business Combination Agreement ("BCA") for the business combination of T-Mobile USA and MetroPCS, which was subsequently amended on April 14, 2013. The business combination provides the Company with expanded scale, spectrum, and financial resources to compete aggressively with other larger U.S. wireless communication providers. The stockholders of MetroPCS approved the business combination on April 24, 2013, and the transaction closed on April 30, 2013 ("Acquisition Date").

In connection with the business combination, MetroPCS acquired all of the outstanding capital stock of T-Mobile USA beneficially owned by Deutsche Telekom in consideration for the issuance of shares of common stock representing a majority of the fully diluted shares of the Company to T-Mobile Holding. MetroPCS was subsequently renamed T-Mobile US, Inc. and is the consolidated parent of the Company's subsidiaries, including T-Mobile USA. The transaction was accounted for as a reverse acquisition under the acquisition method of accounting with T-Mobile USA considered to be the accounting acquirer based upon the terms and conditions set forth in the BCA, including the ability of T-Mobile USA's stockholder, Deutsche Telekom, to nominate a majority of the board of directors of the Company and Deutsche Telekom's receipt of shares representing a majority of the outstanding voting shares of the Company. Based on the determination that T-Mobile USA was the accounting acquirer in the transaction, the Company has allocated the purchase price to the fair value of MetroPCS's assets and liabilities as of the Acquisition Date, with the excess purchase price recorded as goodwill.

Accordingly, T-Mobile USA's historical financial statements became the historical financial statements of the Company. The common shares outstanding and earnings (loss) per share presented for periods up to April 30, 2013 reflect the common shares issued to T-Mobile Holding in connection with the reverse acquisition. The acquired assets and liabilities of MetroPCS are included in the Company's consolidated balance sheets as of April 30, 2013 and the results of its operations and cash flows are included in the Company's consolidated statements of comprehensive income (loss) and cash flows for periods beginning after May 1, 2013.

Pursuant to the terms and the conditions as set forth in the BCA:

- Deutsche Telekom recapitalized T-Mobile USA by retiring T-Mobile USA's long-term debt to affiliates principal balance of $14.5 billion and all related derivative instruments in exchange for $11.2 billion in new long-term debt to affiliates and additional paid-in capital prior to the closing of the business combination.
- Deutsche Telekom provided T-Mobile USA with a $500 million unsecured revolving credit facility.
- MetroPCS effected a recapitalization which consisted of a reverse stock split of the MetroPCS common stock and an aggregate cash payment of $1.5 billion to the MetroPCS stockholders on the Acquisition Date.
- Thereafter, MetroPCS acquired all of T-Mobile USA's capital stock from T-Mobile Holding in exchange for common stock representing approximately 74% of the fully diluted shares of the combined company's common stock on the Acquisition Date.

Debt Recapitalization

In connection with the recapitalization of T-Mobile USA, certain outstanding balances with Deutsche Telekom were settled prior to the closing of the business combination. The debt recapitalization was accounted for as a debt extinguishment with the effects being treated as a capital transaction. The effects on additional paid-in capital as a result of the debt recapitalization are presented in the following table:

(in millions)	Debt Recapitalization
Retirement of long-term debt to affiliates	$ 14,450
Elimination of net unamortized discounts and premiums on long-term debt to affiliates	434
Issuance of new long-term debt to affiliates	(11,200)
Settlement of accounts receivable from affiliates and other outstanding balances	(363)
Income tax effect	(178)
Total	$ 3,143

Reverse Stock Split

On April 30, 2013, as contemplated by the BCA, the Company amended and restated its existing certificate of incorporation in its entirety in the form of the Fourth Amended and Restated Certificate of Incorporation to, among other things, effect a reverse stock split of MetroPCS's common stock, and change its name to T-Mobile US, Inc. On the Acquisition Date, the Company issued to T-Mobile Holding 535,286,077 shares of common stock in exchange for T-Mobile Holding transferring to the Company all of its rights, title and interest in and to all the equity interests of T-Mobile USA. After giving effect to this transaction, the shares of the Company's common stock issued to T-Mobile Holding represented approximately 74% of the fully diluted shares of the Company's common stock on the Acquisition Date. Immediately prior to the Acquisition Date, each issued share of MetroPCS was reverse split, and at consummation of the business combination each issued share was canceled and converted into shares of the Company's stock totaling 184,487,309 shares of common stock, exclusive of 1,382,505 shares in treasury.

Consideration Transferred

The fair value of the consideration transferred in a reverse acquisition was determined based on the number of shares the accounting acquirer (T-Mobile USA, the legal acquiree) would have had to issue to the stockholders of the accounting acquiree (MetroPCS, the legal acquirer) in order to provide the same ratio of ownership in the combined entity (approximately 26%) as a result of the transaction. The fair value of the consideration transferred was based on the most reliable measure, which was determined to be the market price of MetroPCS shares as of the Acquisition Date.

The fair value of the consideration transferred, based on the market price of MetroPCS shares on the Acquisition Date, consisted of the following:

(in millions)	Purchase Consideration
Fair value of MetroPCS shares	$ 2,886
Fair value of MetroPCS stock options	84
Cash consideration paid to MetroPCS stock option holders	1
Total purchase consideration	$ 2,971

The fair value of the MetroPCS shares was determined by using the closing price of MetroPCS common stock on the New York Stock Exchange on the Acquisition Date, prior to giving effect to the reverse stock split, of $11.84 per share, adjusted by the $4.05 per share impact of the $1.5 billion cash payment, which was a return of capital to the MetroPCS stockholders made as part of the recapitalization prior to the stock issuance to T-Mobile Holding. This resulted in an adjusted price of $7.79 per share unadjusted for the effects of the reverse stock split.

Pursuant to the BCA, unvested MetroPCS stock options and shares of restricted stock immediately vested as of the closing of the business combination and were adjusted to give effect to the recapitalization. Holders of stock options for which the exercise price was less than the average closing price of MetroPCS's common stock for the five days preceding the closing ("in-the-money options") had the right to receive, at their election, a cash payment based on the amount by which the average closing price exceeded the exercise price of the options. In-the-money options held by holders who made this election were

canceled. Finally, stock options with low exercise prices, as defined in the BCA, were canceled in exchange for cash consideration.

Purchase Price Allocation

As T-Mobile USA was the accounting acquirer in the business combination, it has allocated the purchase price to the MetroPCS individually identifiable assets acquired and liabilities assumed based on their estimated fair values on the Acquisition Date. The excess of the purchase price over those fair values was recorded as goodwill. The determination of the fair values of the acquired assets and assumed liabilities required significant judgment, including estimates relating to the decommissioning of network cell sites, the determination of estimated lives of depreciable and intangible assets, and the calculation of the value of inventory, spectrum licenses, customer lists, and trademarks.

The following table summarizes the allocation of the purchase price:

(in millions)	Fair Value
Assets	
Cash and cash equivalents	$ 2,144
Accounts receivable, net	98
Inventory	171
Other current assets	240
Property and equipment	1,475
Spectrum licenses	3,818
Other intangible assets	1,376
Other assets	10
Total assets acquired	9,332
Liabilities and Stockholders' Equity	
Accounts payable and accrued liabilities	475
Deferred revenues	187
Other current liabilities	15
Deferred tax liabilities	735
Long-term debt	6,277
Other long-term liabilities	355
Total liabilities assumed	8,044
Net identifiable assets acquired	1,288
Goodwill	1,683
Net assets acquired	$ 2,971

The goodwill recognized was attributable primarily to expected synergies from combining the businesses of T-Mobile USA and MetroPCS, including, but not limited to, the following:

- Expected cost synergies from reduced network-related expenses through the elimination of redundant assets.
- Enhanced spectrum position which will provide greater network coverage and improved LTE coverage in key markets across the country and the ability to offer a wider array of products, plans and services to the Company's customers.

None of the goodwill is deductible for income tax purposes.

Cost of MetroPCS Business Combination

The Company recognized the following expenses included in Cost of MetroPCS business combination:

	Year Ended December 31,		
(in millions)	2014	2013	2012
Network decommissioning costs, including effects of deferred items	$ 263	$ —	$ —
Transaction and integration costs	36	108	7
Cost of MetroPCS business combination	$ 299	$ 108	$ 7

Network Decommissioning Costs

Prior to the closing of the business combination, T-Mobile developed integration plans which included the decommissioning of the MetroPCS CDMA network and certain other redundant network cell sites. In 2014, T-Mobile began decommissioning the MetroPCS CDMA network and redundant network cell sites. Network decommissioning costs primarily relate to the acceleration of lease costs for decommissioned cell sites for which T-Mobile will no longer receive any economic benefit. Accrued liabilities for network decommissioning costs will be relieved as cash payments are made over the remaining lease terms through 2028. In addition, network decommissioning costs include the write off of deferred items related to certain cell sites, which consist of prepaid rent expense, favorable leases, unfavorable leases and deferred rent expense. T-Mobile recognized network decommissioning costs, including effects of deferred items, of $97 million in the third quarter of 2014 and $166 million in the fourth quarter of 2014. T-Mobile intends to decommission certain cell sites and incur additional network decommissioning costs in the range of $500 million to $600 million, a majority of which are expected to be recognized in 2015.

Activities in liabilities for network decommissioning costs were as follows:

(in millions)	**December 31, 2014**
Balances, beginning of period	$ —
Network decommissioning costs, excluding effects of deferred items	271
Cash payments	(32)
Balances, end of period	$ 239
Classified on the balance sheet as:	
Accounts payable and accrued liabilities	$ 78
Other long-term liabilities	161
Network decommissioning liabilities	$ 239

Transaction and Integration Costs

Transaction costs generally included costs for personnel associated with the change in control and other acquisition-related charges. Integration costs generally included costs associated with personnel, professional services and combining information technology infrastructures. Transaction costs were not significant for the year ended December 31, 2014. Transactions costs were $41 million and $7 million for the year ended December 31, 2013 and 2012, respectively.

Consolidated Statements of Comprehensive Income (Loss) for MetroPCS Operations

The following supplemental information presents the financial results of MetroPCS operations included in the consolidated statements of comprehensive income (loss) since May 1, 2013 for the year ended December 31, 2013:

(in millions)	**Year Ended December 31, 2013**
Total revenues	$ 3,366
Income before income taxes	143

Pro Forma Financial Information (Unaudited)

The following pro forma consolidated results of operations for the years ended December 31, 2013 and 2012 assume the business combination was completed as of January 1, 2012, respectively:

	Year Ended December 31,	
(in millions, except per share amounts)	**2013**	**2012**
Pro forma revenues	$ 26,158	$ 24,941
Pro forma net income (loss)	52	(7,297)
Pro forma basic earnings (loss) per share	$ 0.07	$ (10.15)
Pro forma diluted earnings (loss) per share	0.07	(10.15)

The pro forma amounts include the historical operating results of T-Mobile USA and MetroPCS prior to the business combination, with adjustments directly attributable to the business combination relating to purchase accounting adjustments to

conform to accounting policies that affect total revenues, total operating expenses, interest expense, other income (expense), income taxes expense, and eliminate intercompany activities.

As the pro forma amounts assumed the business combination was completed as of January 1, 2012, pro forma earnings for the year ended December 31, 2013 excluded $213 million of transaction costs and these costs were included in the pro forma earnings for the year ended December 31, 2012.

The pro forma results include the following:

- Increase in tax expenses based on the inclusion of MetroPCS in the combined company of $63 million for the year ended December 31, 2013 and a decrease of $215 million for the year ended December 31, 2012;
- Net decrease to amortization and depreciation expense related to the fair value of the intangible assets and fixed assets acquired of $19 million for the year ended December 31, 2013 and a net increase of $168 million for the year ended December 31, 2012, respectively; and
- The impact of financing agreements entered into whereby an aggregate of $14.7 billion senior unsecured notes were issued and $14.5 billion of senior unsecured notes previously issued by T-Mobile USA to Deutsche Telekom and $2.5 billion of senior unsecured notes previously issued by MetroPCS were retired in connection with the business combination for a net increase to interest and other income (expense) of $91 million and $119 million for the year ended December 31, 2013 and 2012, respectively.

Note 3 – Equipment Installment Plan Receivables

T-Mobile offers certain retail customers the option to pay for their devices and other purchases in installments over a period of up to 24 months using an EIP.

The following table summarizes the EIP receivables:

(in millions)	December 31, 2014	December 31, 2013
EIP receivables, gross	$ 5,138	$ 2,882
Unamortized imputed discount	(332)	(276)
EIP receivables, net of unamortized imputed discount	4,806	2,606
Allowance for credit losses	(116)	(60)
EIP receivables, net	$ 4,690	$ 2,546
Classified on the balance sheet as:		
Equipment installment plan receivables, net	$ 3,062	$ 1,471
Equipment installment plan receivables due after one year, net	1,628	1,075
EIP receivables, net	$ 4,690	$ 2,546

T-Mobile uses a proprietary credit scoring model that measures the credit quality of a customer at the time of application for mobile communications service using several factors, such as credit bureau information, consumer credit risk scores and service plan characteristics. Based upon customer credit profiles, T-Mobile classifies EIP receivables into the credit categories of “Prime” and “Subprime”. Prime customer receivables are those with lower delinquency risk and Subprime customer receivables are those with higher delinquency risk. Subprime customers are generally required to make a down payment on their equipment purchases. In addition, certain customers within the Subprime category are required to pay an advance deposit.

EIP receivables for which invoices have not yet been generated for the customer are classified as Unbilled. EIP receivables for which invoices have been generated but which are not past the contractual due date are classified as Billed – Current. EIP receivables for which invoices have been generated and the payment is past the contractual due date are classified as Billed – Past Due.

The balance and aging of the EIP receivables on a gross basis by credit category were as follows:

(in millions)	December 31, 2014			December 31, 2013		
	Prime	Subprime	Total	Prime	Subprime	Total
Unbilled	$ 2,639	$ 2,213	$ 4,852	$ 1,482	$ 1,270	$ 2,752
Billed – Current	104	95	199	45	45	90
Billed – Past Due	35	52	87	15	25	40
EIP receivables, gross	$ 2,778	$ 2,360	$ 5,138	$ 1,542	$ 1,340	$ 2,882

Activity in the unamortized imputed discount and allowance for credit losses balances for the EIP receivables was as follows:

(in millions)	2014	2013
Imputed discount and allowance for credit losses, beginning of year	$ 336	$ 125
Bad debt expense	285	161
Write-offs, net of recoveries	(229)	(116)
Change in imputed discount on short-term and long-term EIP receivables	56	166
Imputed discount and allowance for credit losses, end of year	$ 448	$ 336

The EIP receivables had weighted average effective imputed interest rates of 9.7% and 13.4% as of December 31, 2014 and 2013, respectively.

Note 4 – Factoring Arrangement

Transaction Overview

In 2014, T-Mobile entered into a two-year factoring arrangement to sell certain service accounts receivable on a revolving basis with a current maximum funding limit of $640 million, subject to change upon notification to certain third parties. Sales of receivables occur daily and are settled on a monthly basis. The receivables consist of service charges currently due from customers and are short-term in nature. In connection with the factoring arrangement, the Company formed a wholly-owned subsidiary, which qualifies as a bankruptcy remote SPE ("Factoring SPE"). Pursuant to the factoring arrangement, certain subsidiaries of T-Mobile transfer selected receivables to the Factoring SPE. The Factoring SPE then sells the receivables to an unaffiliated entity ("Factoring VIE"), which was established to facilitate the sale of ownership interest in the receivables to certain third parties.

Variable Interest Entity

The Company determined the Factoring VIE is a VIE as it lacks sufficient equity to finance its activities. The Company has a variable interest in the Factoring VIE, but is not the primary beneficiary as it lacks the power to direct the activities that most significantly impact the Factoring VIE's economic performance. The activities which most significantly impact the Factoring VIE's economic performance include committing the Factoring VIE to legal agreements to purchase or sell assets, selecting which receivables are purchased in the factoring arrangement, determining whether the Factoring VIE will sell interests in the purchased service receivables to other parties, and servicing of the receivables. While T-Mobile acts as the servicer of the sold receivables, which is considered a significant activity of the VIE, the Company is acting as an agent in its capacity as the servicer and the counterparty to the factoring arrangement has the ability to remove T-Mobile as the servicing agent of the receivables at will with no recourse available to T-Mobile. As the Company has determined it is not the primary beneficiary and does not hold any equity interest, the results of the Factoring VIE are not consolidated into the Company's condensed consolidated financial statements.

Sales of Receivables

The sales of receivables through the factoring arrangement are treated as sales of financial assets. Upon sale, T-Mobile derecognizes the receivables, as well as the related allowances, and recognizes the net proceeds in cash provided by operating activities.

As of December 31, 2014, T-Mobile derecognized net receivables of $768 million through the factoring arrangement. For the year ended December 31, 2014, T-Mobile received net cash proceeds of $610 million. The proceeds were net of a receivable for the remainder of the purchase price ("deferred purchase price"), which is received from collections on the service receivables. T-Mobile recognizes the deferred purchase price in cash provided by operating activities due to the short duration

of the receivables sold and the nature of the related activity. The deferred purchase price represents a financial asset that can be settled in such a way that T-Mobile may not recover substantially all of its recorded investment due to the creditworthiness of customers. As a result, T-Mobile elected at inception to classify the deferred purchase price as a trading security carried at fair value with unrealized gains and losses from changes in fair value included in selling, general and administrative expense. The fair value of the deferred purchase price was determined based on a discounted cash flow model which uses unobservable inputs (Level 3 inputs), including customer default rates. Due to the short-term nature of the underlying financial assets, the carrying value approximated fair value. As of December 31, 2014, other current assets related to the factoring arrangement, which were held by the Factoring SPE and primarily consisted of the deferred purchase price, were $204 million. As of December 31, 2014, accounts payable and accrued liabilities and other current liabilities related to the factoring arrangement, which were held by the Factoring SPE, were $13 million and $55 million, respectively.

Net expenses resulting from the sales of receivables are recognized in selling, general and administrative expense. Prior to the sales of receivables, T-Mobile recognizes impairment charges, rather than bad debt expense, to reduce the receivables to fair value for estimated losses resulting from uncollectible balances. Net expenses also include any resulting gains or losses from the sales of receivables, unrealized gains and losses related to the deferred purchase price, and factoring fees. For the year ended December 31, 2014, T-Mobile recognized net expenses of $179 million.

Continuing Involvement

T-Mobile has continuing involvement with the sold receivables as it services the receivables and is required to repurchase certain receivables, including aged receivables and receivables where write-off is imminent, pursuant to the factoring arrangement. T-Mobile will continue to service the customer and their related receivables, including facilitating customer payment collection, in exchange for a monthly servicing fee. As the receivables are sold on a revolving basis, the customer payment collections are reinvested in new receivable sales. While servicing the receivables the same policies and procedures are applied to the sold receivables that apply to owned receivables, and T-Mobile continues to maintain normal relationships with its customers.

In addition, T-Mobile has continuing involvement related to the sold receivables as it may be responsible for absorbing additional credit losses pursuant to the agreement. The Company's maximum exposure to loss related to the involvement with the Factoring VIE was $475 million as of December 31, 2014. The maximum exposure to loss, which is required disclosure under GAAP, represents an estimated loss that would be incurred under severe, hypothetical circumstances whereby the Company would not receive the portion of the contractual proceeds withheld by the Factoring VIE and would also be required to repurchase the maximum amount of receivables pursuant to the agreement without consideration for any recovery. As T-Mobile believes the probability of these circumstances occurring is very remote, the maximum exposure to loss is not an indication of the Company's expected loss.

Note 5 – Property and Equipment

The components of property and equipment were as follows:

(in millions)	Useful Lives	December 31, 2014	December 31, 2013
Buildings and equipment	Up to 40 years	$ 1,948	$ 1,862
Wireless communications systems	Up to 20 years	25,633	24,594
Leasehold improvements	Up to 12 years	988	971
Capitalized software	Up to 7 years	7,593	6,424
Construction in progress		1,874	1,147
Accumulated depreciation and amortization		(21,791)	(19,649)
Property and equipment, net		$ 16,245	$ 15,349

Wireless communication systems include capital lease agreements primarily for DAS, with varying expiration terms through 2029. As of December 31, 2014, capital lease assets and accumulated amortization were $364 million and $53 million, respectively. As of December 31, 2013, capital lease assets and accumulated amortization were $285 million and $27 million, respectively.

T-Mobile capitalizes interest associated with the acquisition or construction of certain property and equipment. The Company recognized capitalized interest of $81 million, $5 million and $9 million for the years ended December 31, 2014, 2013 and 2012, respectively. For the year ended December 31, 2014, the Company recorded increased capitalized interest in connection

with T-Mobile's network modernization, including the build out of the network to utilize the recently acquired 700 MHz A-Block spectrum licenses.

Depreciation expense relating to property and equipment was $4.1 billion, $3.4 billion and $3.2 billion for the years ended December 31, 2014, 2013 and 2012, respectively. For the year ended December 31, 2014, the Company recorded additional depreciation expense of $242 million as a result of adjustments to useful lives of network equipment expected to be replaced in connection with T-Mobile's network modernization and decommissioning the MetroPCS CDMA network and redundant network cell sites. For the year ended December 31, 2013, additional depreciation expense was not significant. For the year ended December 31, 2012, the Company recorded additional depreciation expense of $268 million as a result of adjustments to useful lives of network equipment expected to be replaced in connection with T-Mobile's network modernization.

Asset retirement obligations are primarily for certain legal obligations to remediate leased property on which the Company’s network infrastructure and administrative assets are located.

Activity in the asset retirement obligations was as follows:

(in millions)	December 31, 2014	December 31, 2013
Asset retirement obligations, beginning of year	$ 388	$ 136
Liabilities incurred	3	—
Liabilities assumed in connection with the business combination with MetroPCS	—	211
Liabilities settled	(21)	—
Accretion expense	20	15
Revisions in estimated cash flows	—	26
Asset retirement obligations, end of year	$ 390	$ 388
Classified on the balance sheet as:		
Other current liabilities	$ 179	$ —
Other long-term liabilities	211	388
Asset retirement obligations	$ 390	$ 388

The corresponding asset, net of accumulated depreciation, related to asset retirement obligations were $95 million and $240 million as of December 31, 2014 and 2013, respectively.

Note 6 – Goodwill, Spectrum Licenses and Intangible Assets

Goodwill

Changes in carrying values of goodwill were as follows:

(in millions)	December 31, 2012	Net Changes	December 31, 2013	Net Changes	December 31, 2014
Goodwill, gross	$ 18,465	$ 1,683	$ 20,148	$ —	$ 20,148
Accumulated impairment	(18,465)	—	(18,465)	—	(18,465)
Goodwill	$ —	$ 1,683	$ 1,683	$ —	$ 1,683

During the year ended December 31, 2013, the carrying value of goodwill increased $1.7 billion as a result of the business combination with MetroPCS. See Note 2 – Business Combination with MetroPCS for further information.

Spectrum Licenses

Changes in carrying values of spectrum licenses were as follows:

(in millions)	December 31, 2012	Net Changes	December 31, 2013	Net Changes	December 31, 2014
Spectrum licenses	$ 14,550	$ 3,572	$ 18,122	$ 3,833	$ 21,955

During the year ended December 31, 2014, the carrying value of spectrum licenses increased primarily as a result of spectrum acquisition activities. In 2014, T-Mobile completed transactions for the acquisition of 700 MHz A-Block, Advanced Wireless

Service (“AWS”) and Personal Communications Service (“PCS”) spectrum licenses, primarily with Verizon Communications Inc. (“Verizon”), for cash and the exchange of certain AWS and PCS spectrum licenses. Upon closing of the transactions in 2014, T-Mobile received 700 MHz A-Block, AWS and PCS spectrum licenses, paid $2.5 billion in cash and transferred certain AWS and PCS spectrum licenses. T-Mobile recorded the spectrum licenses received at their fair value of $4.8 billion. In addition, T-Mobile recognized a non-cash gain of $840 million included in gains on disposal of spectrum licenses for the year ended December 31, 2014.

In 2014, T-Mobile entered into additional transactions, which are expected to close in 2015, for the acquisition of 700 MHz A-Block, AWS and PCS spectrum licenses with an estimated aggregate fair value of approximately $0.5 billion, which cover more than 40 million people, for cash and the exchange of certain AWS and PCS spectrum licenses, which cover approximately 6 million people. The transactions are subject to regulatory approval and other customary closing conditions.

In 2014, the FCC began conducting an auction of AWS spectrum licenses and provided the FCC with a deposit in connection with the auction. The deposit of $417 million was included in other current assets as of December 31, 2014. See Note 16 – Subsequent Events for further information on the auction of AWS spectrum licenses.

During the year ended December 31, 2013, the carrying value of spectrum licenses increased $3.8 billion as a result of the business combination with MetroPCS. See Note 2 – Business Combination with MetroPCS for further information. In addition, during the year ended December 31, 2013, T-Mobile completed a transaction to purchase AWS spectrum licenses from United States Cellular Corporation for $308 million.

Spectrum licenses to be transferred under various agreements are classified as held for sale and included in other current assets at their carrying value until approval and completion of the exchange or sale. Spectrum licenses classified as held for sale were not significant as of December 31, 2014. Spectrum licenses classified as held for sale were $614 million as of December 31, 2013.

Goodwill Impairment and Indefinite-Lived Intangible Assets Assessment

The Company's two-step impairment assessment of goodwill resulted in no impairment as of December 31, 2014 and 2013. The fair value of goodwill is determined using a market method, which is based on market capitalization. The Company's qualitative impairment assessment of indefinite-lived intangible assets (spectrum licenses) resulted in no impairment as of December 31, 2014. The Company's fair value impairment assessment of indefinite-lived intangible assets (spectrum licenses) resulted in no impairment as of December 31, 2013 and 2012. The Company estimated the fair value of indefinite-lived intangible assets (spectrum licenses) using the Greenfield approach, which is an income approach.

In October 2012, the business combination of T-Mobile USA and MetroPCS was announced. See Note 2 – Business Combination with MetroPCS for further information. The Company determined the announced transaction was a triggering event for a goodwill impairment assessment. The fair value of T-Mobile USA implied by using the market value of MetroPCS and the exchange terms contemplated in the BCA was less than the carrying amount, including goodwill, of the Company's single reporting unit. The Company used the fair value implied by the transaction to estimate the fair value of the reporting unit in step one of its goodwill impairment test as it incorporates observable inputs that are considered as Level 2 in the fair value hierarchy. As the carrying value exceeded the fair value of the reporting unit, the Company performed the second step in the goodwill impairment test.

In the second step, the Company concluded that the implied goodwill was zero, and recognized a noncash impairment charge of $8.1 billion for the year ended December 31, 2012. The Company also recorded a related deferred tax benefit of $74 million for the year ended December 31, 2012 to reflect the impact on the respective deferred tax liability due to the reduced book to tax basis difference of goodwill. The Company attributed this impairment to the business impacts from the highly competitive environment and the ongoing challenges in attracting and retaining branded postpaid customers.

Other Intangible Assets

The components of intangible assets were as follows:

(in millions)	Useful Lives	December 31, 2014 Gross Amount	December 31, 2014 Accumulated Amortization	December 31, 2014 Net Amount	December 31, 2013 Gross Amount	December 31, 2013 Accumulated Amortization	December 31, 2013 Net Amount
Customer lists	Up to 6 years	$ 1,313	$ (700)	$ 613	$ 1,313	$ (419)	$ 894
Trademarks and patents	Up to 12 years	295	(78)	217	292	(38)	254
Other	Up to 28 years	71	(31)	40	75	(19)	56
Other intangible assets		$ 1,679	$ (809)	$ 870	$ 1,680	$ (476)	$ 1,204

Amortization expense for intangible assets subject to amortization was $333 million, $255 million and $27 million for the years ended December 31, 2014, 2013 and 2012, respectively. Estimated aggregate future amortization expense for intangible assets subject to amortization as of December 31, 2014 are $278 million for the year ending 2015, $222 million in 2016, $163 million in 2017, $104 million in 2018, $51 million in 2019 and $52 million thereafter.

Note 7 – Fair Value Measurements and Derivative Instruments

Derivative Financial Instruments

Embedded Derivatives

In connection with the business combination with MetroPCS, T-Mobile issued senior reset notes to Deutsche Telekom. The interest rates are adjusted at the reset dates to rates defined in the applicable supplemental indentures to manage interest rate risk related to the senior reset notes. The Company determined certain components of the reset feature are required to be bifurcated from the senior reset notes and separately accounted for as embedded derivative instruments. T-Mobile held five embedded derivatives as of December 31, 2014 and 2013, respectively.

The fair value of the embedded derivatives was determined using a lattice-based valuation model by determining the fair value of the senior reset notes with and without the embedded derivatives included. The fair value of the senior reset notes with the embedded derivatives utilizes the contractual term of each senior reset note, reset rates calculated based on the spread between specified yield curves and the yield curve on certain T-Mobile long-term debt adjusted pursuant to the applicable supplemental indentures, and interest rate volatility. Interest rate volatility is a significant unobservable input (Level 3) as it is derived based on weighted risk-free rate volatility and credit spread volatility. Significant increases or decreases in the weighting of risk-free volatility and credit spread volatility, in isolation, would result in a higher or lower fair value of the embedded derivatives. The embedded derivatives were classified as Level 3 in the fair value hierarchy.

Interest Rate Swaps and Cross Currency Interest Rate Swaps

Prior to the closing of the business combination with MetroPCS, T-Mobile managed interest rate risk related to long-term debt to affiliates by entering into interest rate swap and cross currency interest rate swap agreements. The interest rate swaps were not designated as hedging instruments. The cross currency interest rate swaps were designated as cash flow hedges and met the criteria for hedge accounting. Deutsche Telekom recapitalized T-Mobile by retiring the existing T-Mobile long-term debt to affiliates and all related derivative instruments, which included the interest rate swaps and cross currency interest rate swaps. The related balances were reclassified into net income (loss). As of December 31, 2014 and 2013, there were no outstanding interest rate swaps or cross currency interest rate swap agreements.

The fair value of embedded derivative financial instruments measured on a recurring basis by balance sheet location and level were as follows:

(in millions)	December 31, 2014 Level 1	Level 2	Level 3	Total
Other current assets	$ —	$ —	$ 3	$ 3
Other assets	—	—	2	2

(in millions)	December 31, 2013			
	Level 1	Level 2	Level 3	Total
Other long-term liabilities	$ —	$ —	$ 13	$ 13

The following table summarizes the activity related to derivatives instruments:

(in millions)	Year Ended December 31,		
	2014	2013	2012
Gain (loss) recognized in other comprehensive income (loss):			
Cross currency interest rate swaps	$ —	$ (17)	$ 139
Gain (loss) recognized in interest expense to affiliates:			
Embedded derivatives	18	(13)	—
Interest rate swaps	—	8	71
Cross currency interest rate swaps	—	53	10

Long-term Debt

The fair value of the Company's long-term debt to affiliates was determined based on a discounted cash flow approach which considers the future cash flows discounted at current rates. The approach includes an estimate for the stand-alone credit risk of T-Mobile. The Company's long-term debt to affiliates were classified as Level 2 in the fair value hierarchy. The fair value of the Company's long-term debt to third parties were determined based on quoted market prices in active markets, and therefore was classified as Level 1 in the fair value hierarchy.

The carrying amounts and fair values of the Company's long-term debt were as follows:

(in millions)	December 31, 2014		December 31, 2013	
	Carrying Amount	Fair Value	Carrying Amount	Fair Value
Long-term debt to third parties principal, excluding capital leases	$ 15,600	$ 16,034	$ 13,600	$ 14,251
Long-term debt to affiliates	5,600	5,780	5,600	5,866

Although the Company has determined the estimated fair value using available market information and commonly accepted valuation methodologies, considerable judgment was required in interpreting market data to develop fair value estimates for the long-term debt. The fair value estimates were based on information available as of December 31, 2014 and 2013. As such, the Company's estimates are not necessarily indicative of the amount the Company could realize in a current market exchange.

Note 8 – Debt

Debt was as follows:

(in millions)	December 31, 2014	December 31, 2013
5.250% Senior Notes due 2018	$ 500	$ 500
7.875% Senior Notes due 2018	—	1,000
5.578% Senior Reset Notes to affiliates due 2019 (reset date in April 2015)	1,250	1,250
6.464% Senior Notes due 2019	1,250	1,250
5.656% Senior Reset Notes to affiliates due 2020 (reset date in April 2015)	1,250	1,250
6.542% Senior Notes due 2020	1,250	1,250
6.625% Senior Notes due 2020	1,000	1,000
5.747% Senior Reset Notes to affiliates due 2021 (reset date in October 2015)	1,250	1,250
6.250% Senior Notes due 2021	1,750	1,750
6.633% Senior Notes due 2021	1,250	1,250
5.845% Senior Reset Notes to affiliates due 2022 (reset date in October 2015)	1,250	1,250
6.125% Senior Notes due 2022	1,000	1,000
6.731% Senior Notes due 2022	1,250	1,250
5.950% Senior Reset Notes to affiliates due 2023 (reset date in April 2016)	600	600
6.000% Senior Notes due 2023	1,300	—
6.625% Senior Notes due 2023	1,750	1,750
6.836% Senior Notes due 2023	600	600
6.500% Senior Notes due 2024	1,000	1,000
6.375% Senior Notes due 2025	1,700	—
Unamortized premium from purchase price allocation fair value adjustment	286	410
Capital leases	410	353
Financing arrangements	64	226
Total debt	21,960	20,189
Less: Current portion of capital leases	23	18
Less: Financing arrangements	64	226
Total long-term debt	$ 21,873	$ 19,945
Classified on the balance sheet as:		
Long-term debt	$ 16,273	$ 14,345
Long-term debt to affiliates	5,600	5,600
Total long-term debt	$ 21,873	$ 19,945

Long-term Debt

In 2014, the Company issued $1.3 billion of 6.000% Senior Notes due 2023 and $1.7 billion of 6.375% Senior Notes due 2025, for which certain subsidiaries are guarantors. See Note 15 – Guarantor Financial Information for further information regarding the condensed consolidating financial information of T-Mobile's guarantor subsidiaries. In 2014, a portion of the proceeds from the issuance of the notes was used to redeem $1.0 billion of 7.875% Senior Notes due 2018, which resulted in a non-cash gain on extinguishment of $37 million included in other income (expense), net.

Interest on the long-term debt, excluding capital leases, is accrued from the date of issuance at stated interest rates and paid semi-annually. The interest rates on the senior reset notes to affiliates are adjusted at the reset dates to rates defined in the applicable supplemental indenture. The long-term debt may be redeemed, in whole or from time to time in part, at specified redemption prices. The long-term debt may also be redeemed using make-whole call provisions or in part with equity proceeds. All redemptions are subject to the conditions set forth in the applicable supplemental indenture.

Capital Leases

Capital lease agreements are primarily for DAS, with varying expiration terms through 2029. As of December 31, 2014, capital lease obligations were $410 million. As of December 31, 2013, capital lease obligations were $353 million. Future minimum

payments required under capital leases, including interest, over their remaining terms as of December 31, 2014 are expected to be $49 million for the year ending 2015, $51 million in 2016, $51 million in 2017, $53 million in 2018, $54 million in 2019, and $319 million thereafter, for a total of $577 million, including $167 million in interest.

Financing Arrangements

In 2014, the Company entered into a handset financing arrangement with Deutsche Bank AG ("Deutsche Bank") which allows for up to $108 million in borrowings. Under the handset financing arrangement, the Company can effectively extend payment terms for invoices payable to certain handset vendors. The interest rate on the handset financing arrangement is determined based on LIBOR plus a specified margin per the arrangement. Obligations under the handset financing arrangement are included in short-term debt. In 2014, T-Mobile utilized and paid $100 million under the handset financing arrangement. As of December 31, 2014, there was no outstanding balance.

The Company maintains vendor financing arrangements with its primary network equipment suppliers. Under the respective agreements, the Company can obtain extended financing terms. The interest rate on the vendor financing arrangements is determined based on the difference between LIBOR and a specified margin per the agreements. Obligations under the vendor financing arrangements are included in short-term debt. As of December 31, 2014 and 2013, the outstanding balances were $64 million and $226 million.

Lines and Standby Letters of Credit

T-Mobile has an unsecured revolving credit facility with Deutsche Telekom which allows for up to $500 million in borrowings. As of December 31, 2014 and 2013, T-Mobile had no borrowings outstanding under this facility.

For the purposes of securing T-Mobile's obligations to provide handset insurance services, T-Mobile maintains an agreement for standby letters of credit with JP Morgan Chase Bank, N.A. ("JP Morgan Chase"), which was used to replace an existing standby letter of credit issued by Deutsche Bank and guaranteed by Deutsche Telekom.

For purposes of securing T-Mobile's obligations for general purposes, T-Mobile entered into a letter of credit reimbursement agreement in 2013 with Deutsche Bank. In 2014, T-Mobile began transitioning existing standby letters of credit with U.S. Bank National Association ("U.S. Bank") in an orderly fashion to Deutsche Bank.

The following table summarizes the outstanding standby letters of credit under each agreement:

(in millions)	December 31, 2014	December 31, 2013
JP Morgan Chase	$ 36	$ —
Deutsche Bank	50	58
U.S. Bank	—	46
Total outstanding balance	$ 86	$ 104

Note 9 – Tower Transaction and Related Long-Term Financial Obligation

In 2012, T-Mobile conveyed to Crown Castle International Corp. ("CCI") the exclusive right to manage and operate approximately 7,100 T-Mobile owned wireless communication tower sites in exchange for net proceeds of $2.5 billion ("Tower Transaction"), of which the Company distributed $2.4 billion as a dividend to Deutsche Telekom. Rights to approximately 6,200 of the tower sites were transferred to CCI via a Master Prepaid Lease with site lease terms ranging from 23 to 37 years ("MPL Sites"), while the remaining tower sites were sold to CCI ("Sale Sites"). In connection with the Tower Transaction, assets essential to operate the tower sites and liabilities associated with the operation of the tower sites were transferred to bankruptcy-remote SPEs. Assets included ground lease agreements or deeds for the land on which the towers are situated, the towers themselves and existing subleasing agreements with other mobile network operator tenants, who lease space at the tower sites. Liabilities included the obligation to pay ground lease rentals, property taxes and other executory costs. Upon closing of the transaction, CCI acquired all of the equity interests in the SPEs containing the Sale Sites and an option to acquire the MPL Sites at the end of their respective lease terms. T-Mobile and CCI contemporaneously entered into a master lease agreement under which T-Mobile agreed to lease back space at all of the tower sites involved in the Tower Transaction for an initial term of ten years, followed by eight optional five-year renewal terms for a total potential term of up to 50 years. Leaseback rentals will escalate annually based on changes in the Consumer Price Index.

The Company determined that the SPEs containing the MPL Sites (“MPL Site SPEs”) are VIEs as the Company's equity investment lacks the power to direct the activities that most significantly impact the economic performance of the VIEs, such as managing existing tenants, finding new tenants, managing the underlying ground leases, and performing repair and maintenance on the towers; the obligation to absorb expected losses, such as credit risk associated with current and future tenants; and the right to receive the expected future residual returns of the SPEs as CCI holds a purchase option whereby it may purchase the leased properties at a fixed price at the end of the Master Prepaid Lease term. For the aforementioned reasons, the Company determined that it does not have a controlling financial interest and is not the primary beneficiary of the MPL Site SPEs.

Due to its continuing involvement with the tower sites, T-Mobile determined it was precluded from applying sale-leaseback accounting to either the MPL Sites or the Sale Sites and has accounted for the transaction as financing. Consequently, the Company did not derecognize the tower site assets or accrued ground leases that had a carrying value of $806 million and $135 million, respectively. Tower site assets continue to be reported in property and equipment and depreciated. As of December 31, 2014 and 2013, the tower site assets, net of accumulated depreciation, were $604 million and $707 million, respectively. Upon closing of the transaction, the Company recorded a long-term financial obligation in the amount of the net proceeds received from CCI, as well as interest on the financial obligation at a rate of approximately 8% using the effective interest method. As of December 31, 2014 and 2013, the long-term financial obligation was $2,521 million and $2,496 million, respectively. The financial obligation is increased by accrued interest expense and amortized through contractual leaseback payments made by T-Mobile to CCI and through estimated future net cash flows generated and retained by CCI from operation of the tower sites.

Future minimum payments related to the financial obligation are summarized below:

(in millions)	**Total**
Year Ending December 31,	
2015	$ 166
2016	166
2017	166
2018	166
2019	166
Thereafter	1,316
Total	$ 2,146

In addition, the Company is contingently liable for future ground lease payments through the remaining term of the MPL as the Company remains an obligor on the ground leases related to the sites. These contingent obligations are not included in the above table as any amount due under ground leases is contractually owed by CCI based on the T-Mobile's subleasing arrangement with CCI. See Note 13 – Commitments and Contingencies for further information.

Note 10 – Employee Compensation and Benefit Plans

Stock Awards

During 2013, the Company’s Board of Directors and stockholders approved the 2013 Omnibus Incentive Plan, which authorized the issuance of up to 63,275,000 shares of common stock. Under the incentive plan, the Company may grant stock options, stock appreciation rights, restricted stock, restricted stock units, and performance awards to employees, consultants, advisors and non-employee directors. As of December 31, 2014, there were 37 million shares of common stock available for future grants under the incentive plan.

In 2013, the Company began to grant restricted stock units (“RSU”) to eligible employees and certain non-employee directors and performance stock units (“PSU”) to eligible key executives of the Company. RSUs entitle the grantee to receive shares of T-Mobile common stock at the end of a vesting period up to 3.5 years. PSUs entitle the holder to receive shares of T-Mobile common stock at the end of a vesting period up to 2.5 years if the performance goal is achieved. The number of shares ultimately received is dependent on T-Mobile's business performance against the specified performance goal.

Stock-based compensation expense and related income tax benefits were as follows:

(in millions)	December 31, 2014	December 31, 2013
Stock-based compensation expense	$ 196	$ 100
Income tax benefit related to stock-based compensation	73	38

The following activity occurred under the RSU and PSU awards:

	Units	Weighted Average Grant-Date Fair Value
Nonvested, December 31, 2013	22,949,165	$ 22.14
Granted	5,199,290	28.52
Vested	(6,296,107)	21.21
Forfeited	(1,900,259)	21.53
Nonvested, December 31, 2014	19,952,089	$ 24.15

Vesting of the stock awards triggers a tax obligation for the employee, which is required to be remitted to the relevant tax authorities. The Company has agreed to withhold stock units from the employee to cover the tax obligation. For the year ended December 31, 2014, the Company withheld 2,203,673 stock units to cover tax obligations associated with vesting of stock awards and remitted cash of $73 million to the appropriate tax authorities. For the year ended December 31, 2013, the stock units withheld to cover tax obligations associated with vesting of stock awards and cash remitted to the appropriate tax authorities were not significant. The net shares issued to the employee are accounted for as outstanding common stock.

As of December 31, 2014, total unrecognized stock-based compensation expense related to nonvested stock awards, net of estimated forfeitures, was $271 million, before income taxes, which is expected to be recognized over a weighted-average period of 1.9 years.

Stock Options

Prior to the business combination, MetroPCS had established the MetroPCS Communications, Inc. 2010 Equity Incentive Compensation Plan, the Amended and Restated MetroPCS Communications, Inc. 2004 Equity Incentive Compensation Plan and the Second Amended and Restated 1995 Stock Option Plan (“Predecessor Plans”). The MetroPCS stock options were adjusted in connection with the business combination. See Note 2 – Business Combination with MetroPCS for further information. Following stockholder approval of the Company’s 2013 Omnibus Incentive Plan, no new awards may be granted under the Predecessor Plans.

The following activity occurred under the Predecessor Plans:

(in millions, except per share amounts)	Shares	Weighted-Average Exercise Price	Weighted-Average Remaining Contractual Term (Years)
Outstanding, December 31, 2013	6,333,020	$ 24.64	
Exercised	(1,496,365)	17.95	
Expired	(487,743)	42.41	
Outstanding and exercisable, December 31, 2014	4,348,912	$ 24.96	3.7

Stock options exercised under the Predecessor Plans generated proceeds of approximately $27 million and $137 million for the years ended December 31, 2014 and 2013, respectively. The Company realized excess tax benefits of $34 million for the year ended December 31, 2014. The Company did not realize excess tax benefits for the year ended December 31, 2013 as such benefits would not have reduced income taxes payable.

Employee Retirement Savings Plan

The Company sponsors a retirement savings plan for the majority of its employees under section 401(k) of the Internal Revenue Code and similar plans. The plans allow employees to contribute a portion of their pretax income in accordance with specified guidelines. The plans match a percentage of employee contributions up to certain limits. Employer matching

contributions were $66 million, $58 million and $59 million for the years ended December 31, 2014, 2013 and 2012, respectively.

Executive Compensation Plan

The Company maintains a performance-based Long Term Incentive Plan ("LTIP") which aligns to the Company's long-term business strategy. LTIP awards were earned over a performance period of three years with 50% of the target value earned on a ratable schedule and 50% of the target value earned at the end of the three year performance period based on achievement of applicable performance metrics. As of December 31, 2014, there were LTIP awards outstanding for the 2013 and 2012 plans. Following the business combination with MetroPCS, awards were fixed at 100% attainment and will be paid out over the remaining three year period. In addition, no new awards are expected to be granted under the LTIP.

Compensation expense reported within operating expenses related to the Company's LTIP was $44 million, $63 million and $82 million for the years ended December 31, 2014, 2013 and 2012, respectively. Payments of $60 million, $61 million, and $52 million were made to participants related to T-Mobile's LTIP during the years ended December 31, 2014, 2013 and 2012, respectively.

Note 11 – Income Taxes

The sources of income (loss) before income taxes were as follows:

	Year Ended December 31,		
(in millions)	**2014**	**2013**	**2012**
U.S.	$ 347	$ (5)	$ (6,739)
Puerto Rico	66	56	(247)
Income (loss) before income taxes	$ 413	$ 51	$ (6,986)

The total income tax expense is summarized as follows:

	Year Ended December 31,		
(in millions)	**2014**	**2013**	**2012**
Current tax expense (benefit)			
Federal	$ —	$ (10)	$ 8
State	6	6	24
Puerto Rico	38	10	10
Total current tax expense	44	6	42
Deferred tax expense (benefit)			
Federal	79	24	321
State	40	(22)	(14)
Puerto Rico	3	8	1
Total deferred tax expense	122	10	308
Total income tax expense	$ 166	$ 16	$ 350

The reconciliation between the U.S. federal statutory income tax rate and T-Mobile's effective income tax rate is as follows:

	Year Ended December 31,		
	2014	**2013**	**2012**
Federal statutory income tax rate	35.0 %	35.0 %	35.0 %
State taxes, net of federal benefit	4.0	2.5	2.5
Puerto Rico taxes, net of federal benefit	5.0	28.2	0.7
Change in valuation allowance	18.8	(6.1)	(0.1)
Impairment charges	—	—	(43.5)
State net operating losses and other state tax items	(12.8)	(34.3)	0.6
Permanent differences	1.4	11.3	(0.1)
Federal tax credits, net of reserves	(10.6)	—	—
Other, net	(0.6)	(5.2)	(0.1)
Effective income tax rate	40.2 %	31.4 %	(5.0)%

Significant components of deferred income tax assets and liabilities, tax effected, are as follows:

(in millions)	December 31, 2014	December 31, 2013
Deferred tax assets		
Loss carryforwards	$ 2,354	$ 2,809
Deferred rents	1,034	885
Reserves and accruals	454	362
Federal and state tax credits	295	224
Debt fair market value adjustment	111	159
Other	295	274
Deferred tax assets, gross	4,543	4,713
Valuation allowance	(614)	(537)
Deferred tax assets, net	3,929	4,176
Deferred tax liabilities		
Spectrum licenses	5,629	5,007
Property and equipment	1,877	2,550
Other intangible assets	297	418
Other	11	7
Total deferred tax liabilities	7,814	7,982
Net deferred tax liabilities	$ 3,885	$ 3,806
Classified on the balance sheet as:		
Current deferred tax assets, net	$ 988	$ 839
Non-current deferred tax liabilities, net	4,873	4,645
Net deferred tax liabilities	$ 3,885	$ 3,806

As of December 31, 2014, the Company has net operating loss (“NOL”) carryforwards, tax effected, of $2.1 billion for federal income tax purposes and $0.6 billion for state income tax purposes, expiring through 2034. The Company’s NOL carryforwards for financial reporting purposes were approximately $338 million, tax effected, less than its NOL carryforwards for federal tax purposes as of December 31, 2014, due to federal unrecognized tax benefits of $333 million and the Company’s inability to realize excess tax benefits until such benefits reduce income taxes payable of $5 million. The Company’s ability to utilize NOL carryforwards in any given year may be limited by certain events, including a significant change in ownership interest.

The Company has available Alternative Minimum Tax credit carryforwards of $172 million as of December 31, 2014, which may be used to reduce regular federal income taxes and have no expiration. The Company also has tax credit carryforwards of $72 million for federal income tax purposes related primarily to internal research and development labor costs, which begin to expire in 2030.

The Company’s valuation allowance was $614 million and $537 million as of December 31, 2014 and 2013, respectively. The change in the valuation allowance of $77 million is primarily related to an increase in certain state income tax attributes, for which the Company does not believe it is more likely than not it will be able to utilize the attributes before expiration. Furthermore, $37 million of valuation allowance as of December 31, 2014 and 2013 relates to stock option deductions included in the NOL carryforwards which will be reversed as an increase to equity when the related deferred tax assets are ultimately realized.

The Company files income tax returns in the U.S. federal jurisdiction, various state jurisdictions and in Puerto Rico. The Company is currently under examination by the IRS and by various states. Management does not believe the resolution of any of the audits will result in a material change to the Company’s financial condition, results of operations or cash flows. The Company is generally closed to U.S federal, state and Puerto Rico examination for years prior to 1998.

It is reasonably possible that the Company’s gross unrecognized tax benefits could significantly change within the next 12 months due to the closing of examinations. Due to the unpredictability of the examinations, it is not possible to estimate the amount that the unrecognized tax benefits may change.

A reconciliation of the beginning and ending amount of unrecognized tax benefits were as follows:

(in millions)	Year Ended December 31, 2014	2013	2012
Unrecognized tax benefits, beginning of year	$ 178	$ 89	$ 97
Gross decreases to tax positions in prior periods	(52)	(18)	(10)
Gross increases to current period tax positions	262	24	2
Gross increase due to current year business combination	—	83	—
Unrecognized tax benefits, end of year	$ 388	$ 178	$ 89

As of December 31, 2014, the Company has $44 million in unrecognized tax benefits that, if recognized, would affect the Company's annual effective tax rate. Included in the 2013 increase to unrecognized tax benefits is $83 million related to tax positions acquired through the business combination with MetroPCS. Penalties and interest are included in selling, general and administrative expenses and interest expense, respectively. The accrued interest and penalties associated with unrecognized tax benefits are insignificant.

Note 12 – Earnings (Loss) Per Share

The computation of basic and diluted earnings (loss) per share was as follows:

(in millions, except shares and per share amounts)	Year Ended December 31, 2014	2013	2012
Net income (loss)	$ 247	$ 35	$ (7,336)
Weighted average shares outstanding - basic	805,284,712	672,955,980	535,286,077
Dilutive effect of outstanding stock options and awards	8,893,887	3,929,235	—
Dilutive effect of preferred stock	1,743,659	—	—
Weighted average shares outstanding - diluted	815,922,258	676,885,215	535,286,077
Earnings (loss) per share - basic	$ 0.31	$ 0.05	$ (13.70)
Earnings (loss) per share - diluted	$ 0.30	$ 0.05	$ (13.70)

Potentially dilutive securities were not included in the computation of diluted earnings (loss) per share for certain periods if to do so would have been antidilutive. For the year ended December 31, 2014 and 2013, potentially dilutive outstanding stock options of 1,398,961 and 2,161,350 and unvested stock awards of 27,370 and 2,748,391 as of December 31, 2014 and 2013, respectively, were excluded. Unvested PSUs were based on the number of shares ultimately expected to vest based on T-Mobile's business performance against the specified performance goal. There were no potentially dilutive securities for the year ended December 31, 2012.

Note 13 – Commitments and Contingencies

Commitments

Operating Leases

T-Mobile has operating leases for dedicated transportation lines with varying expiration terms through 2022. In addition, T-Mobile has operating leases for cell sites, switch sites, retail stores and office facilities with contractual terms expiring through 2029. The majority of cell site leases have an initial term of five years to ten years with several renewal options. The Company considers renewal options on leases as being reasonably assured of exercise, thus included in future minimum lease payments for a total term of approximately 15 years.

Future minimum payments for non-cancelable operating leases, including reasonably assured renewal options, are summarized below:

(in millions)	Operating Leases	
	Dedicated Transportation Lines	Other Operating Leases
Year Ending December 31,		
2015	$ 258	$ 2,031
2016	134	1,977
2017	67	1,895
2018	49	1,744
2019	36	1,591
Thereafter	33	5,487
Total	$ 577	$ 14,725

In addition, as of December 31, 2014, the Company was contingently liable for approximately $818 million in future ground lease payments as the Company remains an obligor on the ground leases related to the Tower Transaction sites. These contingent obligations are not included in the above table as any amounts due under ground leases are contractually owed by CCI based on T-Mobile's subleasing arrangement with CCI. See Note 9 – Tower Transaction and Related Long-Term Financial Obligation for further information.

Total rent expense under operating leases, including dedicated transportation lines, was $2.9 billion, $2.7 billion and $2.3 billion for the year ended December 31, 2014, 2013 and 2012, respectively.

Purchase Commitments

T-Mobile has commitments for non-dedicated transportation lines with varying expiration terms through 2028. In addition, T-Mobile has commitments to purchase spectrum licenses, handsets, network services, equipment, software, marketing sponsorship agreements and other items in the ordinary course of business, with various terms through 2019. These amounts are not reflective of the Company’s entire anticipated purchases under the related agreements, but are determined based on the non-cancelable quantities or termination amounts to which the Company was contractually obligated.

In 2014, the FCC began conducting an auction of AWS spectrum licenses. T-Mobile provided the FCC with a deposit in connection with the auction. As the auction of AWS spectrum licenses was not completed as of December 31, 2014, no amounts were included in other purchase commitments below. See Note 16 - Subsequent Events for further information on the auction of AWS spectrum licenses.

Future minimum payments for non-cancelable purchase commitments are summarized below:

(in millions)	Purchase Commitments	
	Non-Dedicated Transportation Lines	Other Purchase Commitments
Year Ending December 31,		
2015	$ 715	$ 1,496
2016	723	608
2017	666	2,290
2018	510	16
2019	435	4
Thereafter	935	—
Total	$ 3,984	$ 4,414

Contingencies and Litigation

T-Mobile is involved in various lawsuits, claims, investigations and proceedings that arise in the ordinary course of business, which include numerous court actions alleging that T-Mobile is infringing various patents. Virtually all of the patent infringement cases are brought by non-practicing entities and effectively seek only monetary damages, although they occasionally seek injunctive relief as well. The matters described above have progressed to various stages and a small number

may go to trial in the coming 12 months if they are not otherwise resolved. T-Mobile has established an accrual with respect to certain of these matters, where appropriate, which is reflected in the consolidated financial statements but that T-Mobile does not consider, individually or in the aggregate, material. An accrual is established when T-Mobile believes it is both probable that a loss has been incurred and an amount can be reasonably estimated. For other matters, where the Company has not determined that a loss is probable or because the amount of loss cannot be reasonably estimated, the Company has not recorded an accrual due to various factors typical in contested proceedings, including but not limited to: uncertainty concerning legal theories and their resolution by courts or regulators; uncertain damage theories and demands; and a less than fully developed factual record. While T-Mobile does not expect that the ultimate resolution of these proceedings, individually or in the aggregate will have a material adverse effect on the Company's financial position, an unfavorable outcome of some or all of these proceedings could have a material adverse impact on results of operations or cash flows for a particular period. This assessment is based on T-Mobile's current understanding of relevant facts and circumstances. As such, T-Mobile's view of these matters is subject to inherent uncertainties and may change in the future.

As T-Mobile has previously disclosed, the Company has been subject to investigations and inquiries by the Federal Trade Commission ("FTC"), FCC, state Attorneys General and other government agencies regarding third-party billing of unauthorized charges, a practice sometimes referred to as "cramming." In particular, these investigations and inquiries focused on alleged unauthorized billing for premium Short Message Service ("SMS") content. Premium SMS content was provided to customers by third parties that sent text alerts on topics of interest, such as weather and sports scores, and ringtones. T-Mobile, along with the other major wireless carriers, stopped billing for these services in late 2013. In June 2014, T-Mobile announced and then implemented a comprehensive refund program, under which T-Mobile has notified current and former customers who paid for premium SMS content and have not already received a refund how to request a summary of these charges and a refund for those charges customers assert to have been unauthorized. On July 1, 2014, the FTC filed a lawsuit alleging that T-Mobile allowed third-party merchants to include unauthorized premium SMS content charges on customer bills, and seeking restitution and changes in business practices (Federal Trade Commission v. T-Mobile USA, Inc., Case No. 2:14-cv-00967-JLR, W.D. Washington). In the fourth quarter of 2014, T-Mobile settled with the FTC, the FCC and the state Attorneys General. Under the terms of the settlements, T-Mobile agreed to provide customer refunds under its refund program, to make certain payments to the government agencies, and to make certain changes in its business practices. T-Mobile accrued $24 million in the second quarter of 2014 as a reduction to service revenue to reflect the estimated cost of the voluntary refund program. In addition, based on the status of settlement negotiations, T-Mobile accrued an additional $29 million in the third quarter of 2014 to selling, general and administrative expense to reflect additional cost in connection with the anticipated settlements. As a portion of the customer relief will be comprised of forgiveness of customer receivables that T-Mobile had written off in prior periods, T-Mobile determined that no additional charge was required in the fourth quarter of 2014 in connection with the settlements.

Note 14 – Additional Financial Information

Supplemental Balance Sheet Information

Allowances and Imputed Discount

The following table summarizes the changes in allowances and unamortized imputed discount related to its current accounts receivables and EIP receivables:

(in millions)	2014	2013	2012
Allowances at beginning of year	$ 169	$ 197	$ 313
Bad debt expense	444	463	702
Write-offs, net of recoveries	(414)	(491)	(818)
Allowances at end of year	$ 199	$ 169	$ 197
Imputed discount at beginning of year	$ 212	$ 92	$ 34
Additions	380	283	125
Interest income	(355)	(185)	(72)
Cancellations and other	(92)	(42)	(17)
Transfer from long-term	126	64	22
Imputed discount at end of year	$ 271	$ 212	$ 92

The following table summarizes the changes in unamortized imputed discount related to its long-term EIP receivables:

(in millions)	2014	2013	2012
Imputed discount at beginning of year	$ 64	$ 18	$ 7
Additions	141	121	35
Cancellations and other	(18)	(11)	(2)
Transfer to current	(126)	(64)	(22)
Imputed discount at end of year	$ 61	$ 64	$ 18

See Note 3 – Equipment Installment Plan Receivables for further information on EIP receivables and related unamortized imputed discount and allowance for credit losses.

Accounts Payable and Accrued Liabilities

Accounts payable and accrued liabilities are summarized as follows:

(in millions)	December 31, 2014	December 31, 2013
Accounts payable	$ 5,322	$ 3,026
Property and other taxes, including payroll	605	534
Payroll and related benefits	470	394
Interest	349	272
Dealer commissions	179	118
Toll and interconnect	166	74
Network decommissioning	78	—
Advertising	53	42
Other	142	107
Accounts payable and accrued liabilities	$ 7,364	$ 4,567

Outstanding checks included in accounts payable and accrued liabilities were $409 million and $342 million as of December 31, 2014 and 2013, respectively.

Accumulated Other Comprehensive Income

Prior to the closing of the business combination with MetroPCS, Deutsche Telekom recapitalized T-Mobile by retiring T-Mobile's long-term debt to affiliates principal balance and all related derivative instruments, which included the interest rate swaps and cross currency interest rate swaps.

The following table presents the effects on net income (loss) of amounts reclassified from AOCI (in millions):

AOCI Component	Location	Amount Reclassified from AOCI to Income		
		2014	2013	2012
Cross Currency Interest Rate Swaps	Interest expense to affiliates	$ —	$ (53)	$ (10)
	Income tax effect	—	20	4
	Net of tax	$ —	$ (33)	$ (6)
Foreign Currency Translation	Other income, net	$ —	$ 166	$ (2)
	Income tax effect	—	(62)	1
	Net of tax	$ —	$ 104	$ (1)
Total reclassifications, net of tax		$ —	$ 71	$ (7)

Supplemental Statements of Comprehensive Income (Loss) Information

Related Party Transactions

T-Mobile has related party transactions associated with Deutsche Telekom or its affiliates in the ordinary course of business, which are included in the consolidated financial statements.

The following table summarizes the impact of significant transactions with Deutsche Telekom or its affiliates included in operating expenses in the consolidated statements of comprehensive income (loss):

	Year Ended December 31,		
(in millions)	**2014**	**2013**	**2012**
Discount related to roaming expenses	$ (61)	$ (16)	$ (16)
Fees incurred for use of the T-Mobile brand	60	53	50
Expenses for telecommunications and IT services	24	102	105

Restructuring Costs

In 2014, T-Mobile began decommissioning the MetroPCS CDMA network and redundant network cell sites. See Note 2 – Business Combination with MetroPCS for further information.

In 2013, T-Mobile initiated a cost restructuring program in order to reduce its overall cost structure to align with its Un-carrier proposition and position T-Mobile for growth. Costs incurred related to the 2013 restructuring program were settled as of December 31, 2013.

In 2012, T-Mobile consolidated its call center operations and restructured operations in other parts of the business to strengthen T-Mobile's competitiveness. Major costs incurred primarily related to lease buyout costs, severance payments and other personnel-related restructuring costs. Lease buyout costs included in accrued liabilities and other long-term liabilities related to the 2012 restructuring program were not significant as of December 31, 2014 and are being relieved over the remaining lease terms through 2022.

Restructuring expense by restructuring plans included in other, net were as follows:

	Year Ended December 31,	
(in millions)	**2013**	**2012**
2013 Restructuring program		
Restructuring costs	$ 54	$ —
2012 Restructuring program		
Personnel related restructuring costs	—	50
Nonpersonnel related restructuring costs	—	35
Total restructuring costs	$ 54	$ 85

Supplemental Statements of Cash Flows Information

The following table summarizes T-Mobile's supplemental cash flows information:

(in millions)	Year Ended December 31, 2014	2013	2012
Interest and income tax payments:			
Interest payments, net of amounts capitalized	$ 1,367	$ 1,156	$ 845
Income tax payments	36	20	42
Noncash investing and financing activities:			
Increase in accounts payable for purchases of property and equipment	402	6	465
Issuance of short-term debt for financing of property and equipment purchases	256	470	—
Assets acquired under capital lease obligations	77	3	—
Relinquishment of accounts receivable from affiliates in satisfaction of long-term debt to affiliates	—	—	644
Spectrum license transactions with affiliates	—	—	1,633
Retirement of long-term debt to affiliates	—	14,450	—
Elimination of net unamortized discounts and premiums on long-term debt to affiliates	—	434	—
Issuance of new long-term debt to affiliates	—	11,200	—
Settlement of accounts receivable from affiliates and other outstanding balances	—	363	—
Income tax benefit from debt recapitalization	—	178	—
Net assets acquired in MetroPCS business combination, excluding cash acquired	—	827	—

Supplemental Statements of Stockholders' Equity Information

Preferred Stock

In 2014, T-Mobile completed a public offering of 20 million shares of mandatory convertible preferred stock for net proceeds of $982 million. Dividends on the preferred stock will be payable on a cumulative basis when and if declared by the Company's board of directors at an annual rate of 5.5%. The dividends may be paid in cash, shares of common stock, subject to certain limitations, or any combination of cash and shares of common stock. For the year ended December 31, 2014, the Company did not declare or pay any dividends on the preferred stock as the first scheduled dividend payment date will be in 2015.

Unless converted earlier, each share of preferred stock will convert automatically on December 15, 2017 into between 1.6119 and 1.9342 shares of common stock, subject to customary anti-dilution adjustments, depending on the applicable market value of the common stock. At any time, the preferred shares may be converted, in whole or in part, at the minimum conversion rate of 1.6119 shares of common stock, except during a fundamental change conversion period. In addition, holders may be entitled to shares based on the amount of accumulated and unpaid dividends. If certain fundamental changes involving the Company occur, the preferred stock may be converted into common shares at the applicable conversion rate, subject to certain anti-dilution adjustments, and holders will also be entitled to a make-whole amount. The preferred stock ranks senior with respect to liquidation preference and dividend rights to common stock. In the event of any voluntary or involuntary liquidation, winding-up or dissolution of the Company, each holder of preferred stock will be entitled to receive a liquidation preference in the amount of $50 per share, plus an amount equal to accumulated and unpaid dividends, after satisfaction of liabilities to the Company's creditors and before any distribution or payment is made to any holders of common stock. The preferred stock is not redeemable.

Common Stock

In 2013, T-Mobile completed a public offering of 73 million shares of common stock at a price of $25 per share.

Note 15 – Guarantor Financial Information

Pursuant to the applicable indentures and supplemental indentures, the long-term debt, excluding capital leases, issued by T-Mobile USA ("Issuer") is fully and unconditionally guaranteed, jointly and severally, on a senior unsecured basis by T-Mobile ("Parent") and certain of the Issuer's 100% owned subsidiaries ("Guarantor Subsidiaries"). See Note 8 – Debt for further information regarding long-term debt. The guarantees of the Guarantor Subsidiaries are subject to release in limited circumstances only upon the occurrence of certain customary conditions. The indentures governing the long-term debt contain covenants that, among other things, limit the ability of the Issuer and the Guarantor Subsidiaries to: incur more debt; pay dividends and make distributions; make certain investments; repurchase stock; create liens or other encumbrances; enter into transactions with affiliates; enter into transactions that restrict dividends or distributions from subsidiaries; and merge, consolidate, or sell, or otherwise dispose of, substantially all of their assets. Certain provisions of each of the indentures and the supplemental indentures relating to the long-term debt restrict the ability of the Issuer to loan funds or make payments to Parent. However, the Issuer and Guarantor Subsidiaries are allowed to make certain permitted payments to the Parent under the terms of the indentures and the supplemental indentures.

In 2014, T-Mobile entered into a factoring arrangement to sell certain service accounts receivable on a revolving basis. In connection with the factoring arrangement, the Company formed the Factoring SPE, which is included in the Non-Guarantor Subsidiaries condensed consolidating financial information. See Note 4 – Factoring Arrangement for further information.

In 2014, Parent contributed $1.7 billion of cash to the Issuer in connection with the Verizon 700 MHz A-Block spectrum license acquisition. The transaction was recorded as an equity contribution and reflected in investments in subsidiaries, net on the Parent's condensed consolidating balance sheet information. In addition, the contribution was presented as an investing activity from the Parent to the Issuer in the condensed consolidating statement of cash flows information.

In 2014, Issuer issued unsecured senior notes of $3.0 billion. A portion of the proceeds from the issuance of the notes was used to redeem $1.0 billion of 7.875% Senior Notes due 2018. See Note 8 – Debt for further information regarding the issuance of long-term debt.

In 2014, Parent completed a public offering of 20 million shares of preferred stock for net proceeds of $982 million. See Note 14 – Additional Financial Information for further information.

Presented below is the condensed consolidating financial information as of December 31, 2014 and 2013 and for the years ended December 31, 2014, 2013 and 2012, respectively. As the business combination was treated as a "reverse acquisition" and the Issuer was treated as the accounting acquirer, the Issuer's historical financial statements are the historical financial statements of Parent for comparative purposes. As a result the Parent column only reflects activity in the condensed consolidating financial statements presented below for periods subsequent to the consummation of the business combination on April 30, 2013. The equity method of accounting is used to account for ownership interests in subsidiaries, where applicable.

Condensed Consolidating Balance Sheet Information
December 31, 2014

(in millions)	Parent	Issuer	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Consolidating and Eliminating Adjustments	Consolidated
Assets						
Current assets						
Cash and cash equivalents	$ 2,278	$ 2,246	$ 697	$ 94	$ —	$ 5,315
Accounts receivable, net	—	—	1,817	48	—	1,865
Equipment installment plan receivables, net	—	—	3,062	—	—	3,062
Accounts receivable from affiliates	—	—	76	—	—	76
Inventories	—	—	1,085	—	—	1,085
Deferred tax assets, net	—	—	988	—	—	988
Other current assets	—	3	1,341	249	—	1,593
Total current assets	2,278	2,249	9,066	391	—	13,984
Property and equipment, net	—	—	15,708	537	—	16,245
Goodwill	—	—	1,683	—	—	1,683
Spectrum licenses	—	—	21,955	—	—	21,955
Other intangible assets, net	—	—	870	—	—	870
Investments in subsidiaries, net	13,470	30,385	—	—	(43,855)	—
Intercompany receivables	—	2,773	—	—	(2,773)	—
Equipment installment plan receivables due after one year, net	—	—	1,628	—	—	1,628
Other assets	2	17	259	124	(114)	288
Total assets	$ 15,750	$ 35,424	$ 51,169	$ 1,052	$ (46,742)	$ 56,653
Liabilities and Stockholders' Equity						
Current liabilities						
Accounts payable and accrued liabilities	$ —	$ 349	$ 6,914	$ 101	$ —	$ 7,364
Current payables to affiliates	—	56	175	—	—	231
Short-term debt	—	63	24	—	—	87
Deferred revenue	—	—	459	—	—	459
Other current liabilities	—	—	580	55	—	635
Total current liabilities	—	468	8,152	156	—	8,776
Long-term debt	—	15,886	387	—	—	16,273
Long-term debt to affiliates	—	5,600	—	—	—	5,600
Long-term financial obligation	—	—	271	2,250	—	2,521
Deferred tax liabilities	—	—	4,987	—	(114)	4,873
Deferred rents	—	—	2,331	—	—	2,331
Negative carrying value of subsidiaries, net	—	—	780	—	(780)	—
Intercompany payables	87	—	2,589	97	(2,773)	—
Other long-term liabilities	—	—	616	—	—	616
Total long-term liabilities	87	21,486	11,961	2,347	(3,667)	32,214
Total stockholders' equity	15,663	13,470	31,056	(1,451)	(43,075)	15,663
Total liabilities and stockholders' equity	$ 15,750	$ 35,424	$ 51,169	$ 1,052	$ (46,742)	$ 56,653

Condensed Consolidating Balance Sheet Information
December 31, 2013

(in millions)	Parent	Issuer	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Consolidating and Eliminating Adjustments	Consolidated
Assets						
Current assets						
Cash and cash equivalents	$ 2,960	$ 2,698	$ 57	$ 176	$ —	$ 5,891
Accounts receivable, net	—	—	2,070	78	—	2,148
Equipment installment plan receivables, net	—	—	1,471	—	—	1,471
Accounts receivable from affiliates	—	—	41	—	—	41
Inventories	—	—	586	—	—	586
Deferred tax assets, net	—	—	824	15	—	839
Other current assets	—	—	1,250	2	—	1,252
Total current assets	2,960	2,698	6,299	271	—	12,228
Property and equipment, net	—	—	14,754	595	—	15,349
Goodwill	—	—	1,683	—	—	1,683
Spectrum licenses	—	—	18,122	—	—	18,122
Other intangible assets, net	—	—	1,204	—	—	1,204
Investments in subsidiaries, net	11,484	29,123	—	—	(40,607)	—
Intercompany receivables	—	—	418	—	(418)	—
Equipment installment plan receivables due after one year, net	—	—	1,075	—	—	1,075
Other assets	2	24	217	93	(44)	292
Total assets	$ 14,446	$ 31,845	$ 43,772	$ 959	$ (41,069)	$ 49,953
Liabilities and Stockholders' Equity						
Current liabilities						
Accounts payable and accrued liabilities	$ —	$ 273	$ 4,218	$ 76	$ —	$ 4,567
Current payables to affiliates	—	56	143	—	—	199
Short-term debt	—	226	18	—	—	244
Deferred revenue	—	—	445	—	—	445
Other current liabilities	—	—	313	40	—	353
Total current liabilities	—	555	5,137	116	—	5,808
Long-term debt	—	14,010	335	—	—	14,345
Long-term debt to affiliates	—	5,600	—	—	—	5,600
Long-term financial obligation	—	—	365	2,131	—	2,496
Deferred tax liabilities	—	—	4,689	—	(44)	4,645
Deferred rents	—	—	2,113	—	—	2,113
Negative carrying value of subsidiaries, net	—	—	779	—	(779)	—
Intercompany payables	201	183	—	34	(418)	—
Other long-term liabilities	—	13	688	—	—	701
Total long-term liabilities	201	19,806	8,969	2,165	(1,241)	29,900
Total stockholders' equity	14,245	11,484	29,666	(1,322)	(39,828)	14,245
Total liabilities and stockholders' equity	$ 14,446	$ 31,845	$ 43,772	$ 959	$ (41,069)	$ 49,953

Condensed Consolidating Statement of Comprehensive Income (Loss) Information
Year Ended December 31, 2014

(in millions)	Parent	Issuer	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Consolidating and Eliminating Adjustments	Consolidated
Revenues						
Service revenues	$ —	$ —	$ 21,483	$ 1,302	$ (410)	$ 22,375
Equipment sales	—	—	7,319	—	(530)	6,789
Other revenues	—	—	270	140	(10)	400
Total revenues	—	—	29,072	1,442	(950)	29,564
Operating expenses						
Cost of services, exclusive of depreciation and amortization shown separately below	—	—	5,767	21	—	5,788
Cost of equipment sales	—	—	9,491	702	(572)	9,621
Selling, general and administrative	—	—	8,723	518	(378)	8,863
Depreciation and amortization	—	—	4,330	82	—	4,412
Cost of MetroPCS business combination	—	—	299	—	—	299
Gain on disposal of spectrum licenses	—	—	(840)	—	—	(840)
Other, net	—	—	5	—	—	5
Total operating expenses	—	—	27,775	1,323	(950)	28,148
Operating income	—	—	1,297	119	—	1,416
Other income (expense)						
Interest expense to affiliates	—	(278)	—	—	—	(278)
Interest expense	—	(838)	(55)	(180)	—	(1,073)
Interest income	—	—	359	—	—	359
Other income (expense), net	—	85	4	—	(100)	(11)
Total other income (expense), net	—	(1,031)	308	(180)	(100)	(1,003)
Income (loss) before income taxes	—	(1,031)	1,605	(61)	(100)	413
Income tax expense (benefit)	—	—	189	(23)	—	166
Earnings (loss) of subsidiaries	247	1,278	(54)	—	(1,471)	—
Net income (loss)	247	247	1,362	(38)	(1,571)	247
Other comprehensive income (loss), net of tax	(2)	(2)	(2)	—	4	(2)
Total comprehensive income (loss)	$ 245	$ 245	$ 1,360	$ (38)	$ (1,567)	$ 245

Condensed Consolidating Statement of Comprehensive Income (Loss) Information
Year Ended December 31, 2013

(in millions)	Parent	Issuer	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Consolidating and Eliminating Adjustments	Consolidated
Revenues						
Service revenues	$ —	$ —	$ 18,396	$ 823	$ (151)	$ 19,068
Equipment sales	—	—	5,728	—	(695)	5,033
Other revenues	—	—	251	142	(74)	319
Total revenues	—	—	24,375	965	(920)	24,420
Operating expenses						
Cost of services, exclusive of depreciation and amortization shown separately below	—	—	5,302	50	(73)	5,279
Cost of equipment sales	—	—	7,180	552	(756)	6,976
Selling, general and administrative	—	—	7,283	190	(91)	7,382
Depreciation and amortization	—	—	3,545	82	—	3,627
Cost of MetroPCS business combination	—	—	108	—	—	108
Gain on disposal of spectrum licenses	—	—	(2)	—	—	(2)
Other, net	—	—	54	—	—	54
Total operating expenses	—	—	23,470	874	(920)	23,424
Operating income	—	—	905	91	—	996
Other income (expense)						
Interest expense to affiliates	—	(678)	—	—	—	(678)
Interest expense	—	(317)	(55)	(173)	—	(545)
Interest income	—	—	189	—	—	189
Other income (expense), net	—	94	(6)	1	—	89
Total other income (expense), net	—	(901)	128	(172)	—	(945)
Income (loss) before income taxes	—	(901)	1,033	(81)	—	51
Income tax expense (benefit)	—	—	45	(29)	—	16
Earnings (loss) of subsidiaries	(104)	936	(54)	—	(778)	—
Net income (loss)	(104)	35	934	(52)	(778)	35
Other comprehensive income (loss), net of tax	—	(38)	24	—	(24)	(38)
Total comprehensive income (loss)	$ (104)	$ (3)	$ 958	$ (52)	$ (802)	$ (3)

Condensed Consolidating Statement of Comprehensive Income (Loss) Information
Year Ended December 31, 2012

(in millions)	Parent	Issuer	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Consolidating and Eliminating Adjustments	Consolidated
Revenues						
Service revenues	$ —	$ —	$ 16,610	$ 712	$ (109)	$ 17,213
Equipment sales	—	—	2,783	—	(541)	2,242
Other revenues	—	—	319	83	(138)	264
Total revenues	—	—	19,712	795	(788)	19,719
Operating expenses						
Cost of services, exclusive of depreciation and amortization shown separately below	—	—	4,730	69	(138)	4,661
Cost of equipment sales	—	—	3,594	449	(606)	3,437
Selling, general and administrative	—	—	6,689	151	(44)	6,796
Depreciation and amortization	—	—	3,180	7	—	3,187
Cost of MetroPCS business combination	—	—	7	—	—	7
Impairment Charges	—	—	8,134	—	—	8,134
Gain on disposal of spectrum licenses	—	—	(205)	—	—	(205)
Other, net	—	—	99	—	—	99
Total operating expenses	—	—	26,228	676	(788)	26,116
Operating income (loss)	—	—	(6,516)	119	—	(6,397)
Other income (expense)						
Interest expense to affiliates	—	(661)	—	—	—	(661)
Interest income	—	—	77	—	—	77
Other income (expense), net	—	38	(36)	(7)	—	(5)
Total other income (expense), net	—	(623)	41	(7)	—	(589)
Income (loss) before income taxes	—	(623)	(6,475)	112	—	(6,986)
Income tax expense	—	—	310	40	—	350
Loss of subsidiaries	—	(6,713)	—	—	6,713	—
Net income (loss)	—	(7,336)	(6,785)	72	6,713	(7,336)
Other comprehensive income (loss), net of tax	—	69	(41)	—	41	69
Total comprehensive income (loss)	$ —	$ (7,267)	$ (6,826)	$ 72	$ 6,754	$ (7,267)

Condensed Consolidating Statement of Cash Flows Information
Year Ended December 31, 2014

(in millions)	Parent	Issuer	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Consolidating and Eliminating Adjustments	Consolidated
Operating activities						
Net cash provided by (used in) operating activities	$ 9	$ (5,145)	$ 9,364	$ 18	$ (100)	$ 4,146
Investing activities						
Purchases of property and equipment	—	—	(4,317)	—	—	(4,317)
Purchases of spectrum licenses and other intangible assets, including deposits	—	—	(2,900)	—	—	(2,900)
Proceeds from disposals of property and equipment and intangible assets	—	—	20	—	—	20
Investment in subsidiaries	(1,700)	—	—	—	1,700	—
Payments to acquire financial assets, net	—	—	(9)	—	—	(9)
Investments in unconsolidated affiliates, net	—	—	(40)	—	—	(40)
Net cash used in investing activities	(1,700)	—	(7,246)	—	1,700	(7,246)
Financing activities						
Proceeds from capital contribution	—	1,700	—	—	(1,700)	—
Proceeds from issuance of long-term debt	—	2,993	—	—	—	2,993
Repayments of long-term debt and capital lease obligations	—	—	(1,019)	—	—	(1,019)
Proceeds from issuance of preferred stock	982	—	—	—	—	982
Repayments of short-term debt for purchases of inventory, property and equipment, net	—	—	(418)	—	—	(418)
Intercompany dividend paid	—	—	—	(100)	100	—
Proceeds from exercise of stock options	27	—	—	—	—	27
Taxes paid related to net share settlement of stock awards	—	—	(73)	—	—	(73)
Excess tax benefit from stock-based compensation	—	—	34	—	—	34
Other, net	—	—	(2)	—	—	(2)
Net cash provided by (used in) financing activities	1,009	4,693	(1,478)	(100)	(1,600)	2,524
Change in cash and cash equivalents	(682)	(452)	640	(82)	—	(576)
Cash and cash equivalents						
Beginning of period	2,960	2,698	57	176	—	5,891
End of period	$ 2,278	$ 2,246	$ 697	$ 94	$ —	$ 5,315

Condensed Consolidating Statement of Cash Flows Information
Year Ended December 31, 2013

(in millions)	Parent	Issuer	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Consolidating and Eliminating Adjustments	Consolidated
Operating activities						
Net cash provided by (used in) operating activities	$ 299	$ (1,203)	$ 4,380	$ 69	$ —	$ 3,545
Investing activities						
Purchases of property and equipment	—	—	(4,025)	—	—	(4,025)
Purchases of spectrum licenses and other intangible assets	—	—	(381)	—	—	(381)
Short term affiliate loan receivable, net	—	—	300	—	—	300
Proceeds from disposals of property and equipment and intangible assets	—	—	3	—	—	3
Cash and cash equivalents acquired in MetroPCS business combination	737	1,407	—	—	—	2,144
Change in restricted cash equivalents	—	—	(100)	—	—	(100)
Investments in unconsolidated affiliates, net	—	—	(33)	—	—	(33)
Net cash provided by (used) in investing activities	737	1,407	(4,236)	—	—	(2,092)
Financing activities						
Proceeds from issuance of long-term debt	—	2,494	—	—	—	2,494
Repayments of capital lease obligations	—	—	(9)	—	—	(9)
Proceeds from issuance of common stock	1,787	—	—	—	—	1,787
Repayments of short-term debt for purchases of property and equipment	—	—	(244)	—	—	(244)
Repayments related to a variable interest entity	—	—	(80)	—	—	(80)
Distribution to affiliate	—	—	(41)	—	—	(41)
Proceeds from exercise of stock options	137	—	—	—	—	137
Net cash provided by (used in) financing activities	1,924	2,494	(374)	—	—	4,044
Change in cash and cash equivalents	2,960	2,698	(230)	69	—	5,497
Cash and cash equivalents						
Beginning of period	—	—	287	107	—	394
End of period	$ 2,960	$ 2,698	$ 57	$ 176	$ —	$ 5,891

Condensed Consolidating Statement of Cash Flows Information
Year Ended December 31, 2012

(in millions)	Parent	Issuer	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Consolidating and Eliminating Adjustments	Consolidated
Operating activities						
Net cash provided by (used in) operating activities	$ —	$ (66)	$ 3,872	$ 56	$ —	$ 3,862
Investing activities						
Purchases of property and equipment	—	—	(2,901)	—	—	(2,901)
Purchases of spectrum licenses and other intangible assets	—	—	(387)	—	—	(387)
Short term affiliate loan receivable, net	—	—	(651)	—	—	(651)
Proceeds from disposals of property and equipment and intangible assets	—	—	51	—	—	51
Payments to acquire financial assets, net	—	—	(5)	—	—	(5)
Investments in unconsolidated affiliates, net	—	—	(22)	—	—	(22)
Net cash used in investing activities	—	—	(3,915)	—	—	(3,915)
Financing activities						
Proceeds from financial obligation	—	2,469	—	—	—	2,469
Repayments related to a variable interest entity	—	—	(9)	—	—	(9)
Distribution to affiliate	—	(2,403)	—	—	—	(2,403)
Net cash provided by (used in) financing activities	—	66	(9)	—	—	57
Change in cash and cash equivalents	—	—	(52)	56	—	4
Cash and cash equivalents						
Beginning of period	—	—	339	51	—	390
End of period	$ —	$ —	$ 287	$ 107	$ —	$ 394

Note 16 – Subsequent Events

Spectrum Licenses

In 2014, the FCC began conducting an auction of AWS spectrum licenses. In January 2015, the FCC announced T-Mobile was the winning bidder of AWS spectrum licenses covering approximately 97 million people for an aggregate bid price of $1.8 billion. T-Mobile will pay the FCC the remaining $1.4 billion for the AWS spectrum licenses in March 2015, which is in addition to the deposit of $417 million provided to the FCC in connection with the auction in 2014. T-Mobile expects to receive the AWS spectrum licenses, subject to regulatory approval, in the second quarter of 2015.

Supplementary Data

Quarterly Financial Information (Unaudited)

(in millions, except share and per share amounts)	First Quarter	Second Quarter	Third Quarter	Fourth Quarter	Full Year
2014					
Total revenues	$ 6,875	$ 7,185	$ 7,350	$ 8,154	$ 29,564
Operating income (loss)	(28)	962	49	433	1,416
Net income (loss)	(151)	391	(94)	101	247
Earnings (loss) per share					
Basic	$ (0.19)	$ 0.49	$ (0.12)	$ 0.13	$ 0.31
Diluted	$ (0.19)	$ 0.48	$ (0.12)	$ 0.12	$ 0.30
Weighted average shares outstanding					
Basic	802,520,723	803,923,913	807,221,761	807,396,425	805,284,712
Diluted	802,520,723	813,556,137	807,221,761	821,707,289	815,922,258
Net income (loss) includes:					
Cost of MetroPCS business combination	$ 12	$ 22	$ 97	$ 168	$ 299
Gains on disposal of spectrum licenses	(10)	(747)	(13)	(70)	(840)
2013					
Total revenues	$ 4,677	$ 6,228	$ 6,688	$ 6,827	$ 24,420
Operating income	379	181	297	139	996
Net income (loss)	107	(16)	(36)	(20)	35
Earnings (loss) per share					
Basic	$ 0.20	$ (0.02)	$ (0.05)	$ (0.03)	$ 0.05
Diluted	$ 0.20	$ (0.02)	$ (0.05)	$ (0.03)	$ 0.05
Weighted average shares outstanding					
Basic	535,286,077	664,603,682	726,877,458	761,964,720	672,955,980
Diluted	535,286,077	664,603,682	726,877,458	761,964,720	676,885,215
Net income (loss) includes:					
Cost of MetroPCS business combination	$ 13	$ 26	$ 12	$ 57	$ 108
Gains on disposal of spectrum licenses	(2)	—	—	—	(2)
Restructuring costs	31	23	—	—	54

Earnings (loss) per share is computed independently for each quarter and the sum of the quarters may not equal earnings (loss) per share for the full year.

Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure

None.

Item 9A. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

We maintain disclosure controls and procedures designed to ensure information required to be disclosed in our periodic reports filed or submitted under the Exchange Act, is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms. Our disclosure controls are also designed to ensure that information required to be disclosed in the reports we file or submit under the Exchange Act is accumulated and communicated to our management, including our Principal Executive Officer and Principal Financial Officer, as appropriate, to allow timely decisions regarding required disclosure.

Under the supervision and with the participation of our management, including our Chief Executive Officer and our Chief Financial Officer, we carried out an evaluation of the effectiveness of the design and operation of our disclosure controls and procedures, as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act. Based upon that evaluation, our Chief

Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures were effective, as of the end of the period covered by this report.

The certifications required by Section 302 of the Sarbanes-Oxley Act of 2002 are filed as exhibits 31.1 and 31.2, respectively, to this Form 10-K.

Changes in Internal Control over Financial Reporting

There were no changes in our internal control over financial reporting, as defined in Rules 13a-15(f) and 15d-15(f) of the Exchange Act, during our most recently completed fiscal quarter that materially affected or are reasonably likely to materially affect internal control over financial reporting.

Management's Annual Report on Internal Control over Financial Reporting

Our management is responsible for establishing and maintaining adequate internal control over financial reporting. Internal control over financial reporting is a process to provide reasonable assurance regarding the reliability of our financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. Internal control over financial reporting includes maintaining records that in reasonable detail accurately and fairly reflect our transactions; providing reasonable assurance that transactions are recorded as necessary for preparation of our financial statements in accordance with generally accepted accounting principles; providing reasonable assurance that receipts and expenditures are made in accordance with management authorization; and providing reasonable assurance that unauthorized acquisition, use or disposition of company assets that could have a material effect on our financial statements would be prevented or detected on a timely basis. Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with policies and procedures may deteriorate.

Management conducted an evaluation of the effectiveness of our internal control over financial reporting based on the framework and criteria established in Internal Control – Integrated Framework (2013), issued by the Committee of Sponsoring Organizations of the Treadway Commission. Based on this evaluation, management concluded that our internal control over financial reporting was effective as of December 31, 2014.

The effectiveness of our internal control over financial reporting as of December 31, 2014 has been audited by PricewaterhouseCoopers LLP, an independent registered public accounting firm, as stated in their report herein.

Item 9B. Other Information

None.

PART III.

Item 10. Directors, Executive Officers and Corporate Governance

We maintain a code of ethics applicable to our Chief Executive Officer, Chief Financial Officer, Chief Accounting Officer, Treasurer, and Controller, which is a “Code of Ethics for Senior Financial Officers” as defined by applicable rules of the SEC. This code is publicly available on our website at investor.t-mobile.com. If we make any amendments to this code other than technical, administrative or other non-substantive amendments, or grant any waivers, including implicit waivers, from a provision of this code we will disclose the nature of the amendment or waiver, its effective date and to whom it applies on our website at investor.t-mobile.com or in a periodic report on Form 8-K filed with the SEC.

The remaining information required by this item, including information about our Directors, Executive Officers and Audit Committee, is incorporated by reference to the definitive Proxy Statement for our 2015 Annual Meeting of Stockholders, which will be filed with the SEC, no later than 120 days after December 31, 2014.

Item 11. Executive Compensation

The information required by this item is incorporated by reference to the definitive Proxy Statement for our 2015 Annual Meeting of Stockholders, which will be filed with the SEC no later than 120 days after December 31, 2014.

Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters

The information required by this item is incorporated by reference to the definitive Proxy Statement for our 2015 Annual Meeting of Stockholders, which will be filed with the SEC no later than 120 days after December 31, 2014.

Item 13. Certain Relationships and Related Transactions, and Director Independence

The information required by this item is incorporated by reference to the definitive Proxy Statement for our 2015 Annual Meeting of Stockholders, which will be filed with the SEC no later than 120 days after December 31, 2014.

Item 14. Principal Accounting Fees and Services

The information required by this item is incorporated by reference to the definitive Proxy Statement for our 2015 Annual Meeting of Stockholders, which will be filed with the SEC no later than 120 days after December 31, 2014.

PART IV.

Item 15. Exhibits, Financial Statement Schedules

(a) Documents filed as a part of this Form 10-K:

1. Financial Statements

The following financial statements are included in Part II, Item 8 of this Form 10-K:

Report of Independent Registered Public Accounting Firm
Consolidated Balance Sheets
Consolidated Statements of Comprehensive Income (Loss)
Consolidated Statements of Cash Flows
Consolidated Statement of Stockholders' Equity
Notes to the Consolidated Financial Statements

2. Financial Statement Schedules

All other schedules have been omitted because they are not required, not applicable, or the required information is otherwise included.

3. Exhibits

See the Exhibit Index immediately following the signature page of this Form 10-K.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

T-MOBILE US, INC.

February 19, 2015

/s/ John J. Legere

John J. Legere
President and Chief Executive Officer

Each person whose signature appears below constitutes and appoints John J. Legere and J. Braxton Carter, and each or either of them, his or her true and lawful attorney-in-fact and agent, each acting alone, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any or all amendments or supplements (including post-effective amendments) to this Report, and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorney-in-fact and agent, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agent, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities indicated as of February 19, 2015.

Signature	Title
/s/ John J. Legere John J. Legere	President and Chief Executive Officer and Director (Principal Executive Officer)
/s/ J. Braxton Carter J. Braxton Carter	Executive Vice President and Chief Financial Officer (Principal Financial Officer)
/s/ Michael J. Morgan Michael J. Morgan	Senior Vice President, Finance and Chief Accounting Officer (Principal Accounting Officer)
/s/ Timotheus Höttges Timotheus Höttges	Chairman of the Board
/s/ W. Michael Barnes W. Michael Barnes	Director
/s/ Thomas Dannenfeldt Thomas Dannenfeldt	Director

/s/ Srikant Datar	Director
Srikant Datar	
/s/ Lawrence H. Guffey	Director
Lawrence H. Guffey	
/s/ Bruno Jacobfeuerborn	Director
Bruno Jacobfeuerborn	
/s/ Raphael Kübler	Director
Raphael Kübler	
/s/ Thorsten Langheim	Director
Thorsten Langheim	
/s/ Teresa A. Taylor	Director
Teresa A. Taylor	
/s/ Kelvin R. Westbrook	Director
Kelvin R. Westbrook	

INDEX TO EXHIBITS

Exhibit No.	Exhibit Description	Incorporated by Reference			Filed Herein
		Form	Date of First Filing	Exhibit Number	
2.1	Business Combination Agreement, dated as of October 3, 2012, by and among MetroPCS Communications, Inc., Deutsche Telekom AG, T-Mobile Zwischenholding GMBH, T-Mobile Global Holding GMBH and T-Mobile USA, Inc.	8-K	10/3/2012	2.1	
2.2	Consent Solicitation Letter Agreement, dated December 5, 2012, by and among MetroPCS Communications, Inc. and Deutsche Telekom AG, amending Exhibit G to the Business Combination Agreement.	8-K	12/7/2012	2.1	
2.3	Amendment No. 1 to the Business Combination Agreement by and among Deutsche Telekom AG, T-Mobile USA, Inc., T-Mobile Global Zwischenholding GmbH, T-Mobile Global Holding GmbH and MetroPCS Communications, Inc., dated April 14, 2013.	8-K	4/15/2013	2.1	
3.1	Fourth Amended and Restated Certificate of Incorporation.	8-K	5/2/2013	3.1	
3.2	Fifth Amended and Restated Bylaws.	8-K	5/2/2013	3.2	
3.3	Certificate of Designation of 5.50% Mandatory Convertible Preferred Stock, Series A, of T-Mobile US, Inc., dated December 12, 2014.	8-K	12/15/2014	3.1	
4.1	Rights Agreement, dated as of March 29, 2007, between MetroPCS Communications, Inc. and American Stock Transfer & Trust Company, as Rights Agent, which includes the form of Certificate of Designation of Series A Junior Participating Preferred Stock of MetroPCS Communications, Inc. as Exhibit A, the form of Rights Certificate as Exhibit B and the Summary of Rights as Exhibit C.	8-K	3/30/2007	4.1	
4.2	Amendment No. 1 to the Rights Agreement, dated as of October 3, 2012 between MetroPCS Communications, Inc. and American Stock Transfer & Trust Company, as Rights Agent.	8-K	10/3/2012	4.1	
4.3	Indenture, dated September 21, 2010, among MetroPCS Wireless, Inc., the Guarantors (as defined therein) and Wells Fargo Bank, N.A., a trustee.	8-K	9/21/2010	4.1	
4.4	First Supplemental Indenture, dated September 21, 2010, among MetroPCS Wireless, Inc., the Guarantors (as defined therein) and Wells Fargo Bank, N.A., as trustee.	8-K	9/21/2010	4.2	
4.5	Second Supplemental Indenture, dated November 17, 2010, among MetroPCS Wireless, Inc., the Guarantors (as defined therein) and Wells Fargo Bank, N.A., as trustee.	8-K	11/17/2010	4.1	
4.6	Third Supplemental Indenture, dated December 23, 2010, among MetroPCS Wireless, Inc., the Guarantors (as defined therein) and Wells Fargo Bank, N.A., as trustee.	10-K	3/1/2011	10.19(d)	
4.7	Fourth Supplemental Indenture, dated December 23, 2010, among MetroPCS Wireless, Inc., the Guarantors (as defined therein) and Wells Fargo Bank, N.A., as trustee.	10-K	3/1/2011	10.19(e)	
4.8	Fifth Supplemental Indenture, dated as of December 14, 2012, among MetroPCS Wireless, Inc., the Guarantors (as defined therein) and Wells Fargo Bank, N.A., as trustee.	8-K	12/17/2012	4.1	
4.9	Sixth Supplemental Indenture, dated as of December 14, 2012, among MetroPCS Wireless, Inc., the Guarantors (as defined therein) and Wells Fargo Bank, N.A., as trustee.	8-K	12/17/2012	4.2	
4.10	Seventh Supplemental Indenture, dated as of May 1, 2013, among T-Mobile USA, Inc., the guarantors party thereto, and Wells Fargo Bank, N.A., as trustee.	8-K	5/2/2013	4.15	

Exhibit No.	Exhibit Description	Incorporated by Reference			Filed Herein
		Form	Date of First Filing	Exhibit Number	
4.11	Eighth Supplemental Indenture, dated as of July 15, 2013, among T-Mobile USA, Inc., the guarantors party thereto, and Wells Fargo Bank, N.A., as trustee.	10-Q	8/8/2013	4.19	
4.12	Indenture, dated as of March 19, 2013, by and among MetroPCS Wireless, Inc., the Guarantors (as defined therein) and Deutsche Bank Trust Company Americas, as trustee.	8-K	3/22/2013	4.1	
4.13	First Supplemental Indenture, dated as of March 19, 2013, by and among MetroPCS Wireless, Inc., the Guarantors (as defined therein) and Deutsche Bank Trust Company Americas, as trustee.	8-K	3/22/2013	4.2	
4.14	Form of 6.250% Senior Notes due 2021.	8-K	3/22/2013	4.3	
4.15	Second Supplemental Indenture, dated as of March 19, 2013, by and among MetroPCS Wireless, Inc., the Guarantors (as defined therein) and Deutsche Bank Trust Company Americas, as trustee.	8-K	3/22/2013	4.4	
4.16	Form of 6.625% Senior Notes due 2023.	8-K	3/22/2013	4.5	
4.17	Third Supplemental Indenture, dated as of April 29, 2013, among T-Mobile USA, Inc., the guarantors party thereto, and Deutsche Bank Trust Company Americas, as trustee.	10-Q	8/8/2013	4.17	
4.18	Fourth Supplemental Indenture, dated as of May 1, 2013, among T-Mobile USA, Inc., the guarantors party thereto, and Deutsche Bank Trust Company Americas, as trustee.	8-K	5/2/2013	4.16	
4.19	Fifth Supplemental Indenture, dated as of July 15, 2013, among T-Mobile USA, Inc., the guarantors party thereto, and Deutsche Bank Trust Company Americas, as trustee.	10-Q	8/8/2013	4.20	
4.20	Indenture, dated as of April 28, 2013 among T-Mobile USA, Inc., the guarantors party thereto, and Deutsche Bank Trust Company Americas, as trustee.	8-K	5/2/2013	4.1	
4.21	First Supplemental Indenture, dated as of April 28, 2013 among T-Mobile USA, Inc., the guarantors party thereto, and Deutsche Bank Trust Company Americas, as trustee.	8-K	5/2/2013	4.2	
4.22	Second Supplemental Indenture, dated as of April 28, 2013 among T-Mobile USA, Inc., the guarantors party thereto, and Deutsche Bank Trust Company Americas, as trustee.	8-K	5/2/2013	4.3	
4.23	Third Supplemental Indenture, dated as of April 28, 2013 among T-Mobile USA, Inc., the guarantors party thereto, and Deutsche Bank Trust Company Americas, as trustee.	8-K	5/2/2013	4.4	
4.24	Fourth Supplemental Indenture, dated as of April 28, 2013 among T-Mobile USA, Inc., the guarantors party thereto, and Deutsche Bank Trust Company Americas, as trustee.	8-K	5/2/2013	4.5	
4.25	Fifth Supplemental Indenture, dated as of April 28, 2013 among T-Mobile USA, Inc., the guarantors party thereto, and Deutsche Bank Trust Company Americas, as trustee.	8-K	5/2/2013	4.6	
4.26	Sixth Supplemental Indenture, dated as of April 28, 2013 among T-Mobile USA, Inc., the guarantors party thereto, and Deutsche Bank Trust Company Americas, as trustee.	8-K	5/2/2013	4.7	
4.27	Seventh Supplemental Indenture, dated as of April 28, 2013 among T-Mobile USA, Inc., the guarantors party thereto, and Deutsche Bank Trust Company Americas, as trustee.	8-K	5/2/2013	4.8	
4.28	Eighth Supplemental Indenture, dated as of April 28, 2013 among T-Mobile USA, Inc., the guarantors party thereto, and Deutsche Bank Trust Company Americas, as trustee.	8-K	5/2/2013	4.9	
4.29	Ninth Supplemental Indenture, dated as of April 28, 2013 among T-Mobile USA, Inc., the guarantors party thereto, and Deutsche Bank Trust Company Americas, as trustee.	8-K	5/2/2013	4.10	

Exhibit No.	Exhibit Description	Incorporated by Reference			Filed Herein
		Form	Date of First Filing	Exhibit Number	
4.30	Tenth Supplemental Indenture, dated as of April 28, 2013 among T-Mobile USA, Inc., the guarantors party thereto, and Deutsche Bank Trust Company Americas, as trustee.	8-K	5/2/2013	4.11	
4.31	Eleventh Supplemental Indenture, dated as of May 1, 2013 among T-Mobile USA, Inc., the guarantors party thereto, and Deutsche Bank Trust Company Americas, as trustee.	8-K	5/2/2013	4.12	
4.32	Twelfth Supplemental Indenture, dated as of July 15, 2013, among T-Mobile USA, Inc., the guarantors party thereto, and Deutsche Bank Trust Company Americas, as trustee.	10-Q	8/8/2013	4.18	
4.33	Thirteenth Supplemental Indenture, dated as of August 21, 2013, by and among T-Mobile USA, Inc., the Guarantors (as defined therein) and Deutsche Bank Trust Company Americas, as trustee, including the Form of 5.250% Senior Note due 2018.	8-K	8/22/2013	4.1	
4.34	Fourteenth Supplemental Indenture, dated as of November 21, 2013, by and among T-Mobile USA, Inc., the Guarantors and Deutsche Bank Trust Company Americas, as trustee, including the Form of 6.125% Senior Note due 2022.	8-K	11/22/2013	4.1	
4.35	Fifteenth Supplemental Indenture, dated as of November 21, 2013, by and among T-Mobile USA, Inc., the Guarantors and Deutsche Bank Trust Company Americas, as trustee, including the Form of 6.500% Senior Note due 2024.	8-K	11/22/2013	4.2	
4.36	Noteholder Agreement dated as of April 28, 2013, by and between Deutsche Telekom AG and T-Mobile USA, Inc.	8-K	5/2/2013	4.13	
4.37	Sixth Supplemental Indenture, dated as of August 11, 2014, by and among T-Mobile USA, Inc., the guarantors party thereto and Deutsche Bank Trust Company Americas, as trustee.	10-Q	10/28/2014	4.1	
4.38	Ninth Supplemental Indenture, dated as of August 11, 2014, by and among T-Mobile USA, Inc., the guarantors party thereto and Wells Fargo Bank, N.A., as trustee.	10-Q	10/28/2014	4.2	
4.39	Sixteenth Supplemental Indenture, dated as of August 11, 2014, by and among T-Mobile USA, Inc., the guarantors party thereto and Deutsche Bank Trust Company Americas, as trustee.	10-Q	10/28/2014	4.3	
4.40	Seventeenth Supplemental Indenture, dated as of September 5, 2014, by and among T-Mobile USA, Inc., the guarantors party thereto and Deutsche Bank Trust Company Americas, as trustee, including the Form of 6.000% Senior Notes due 2023.	8-K	9/5/2014	4.1	
4.41	Eighteenth Supplemental Indenture, dated as of September 5, 2014, by and among T-Mobile USA, Inc., the guarantors party thereto and Deutsche Bank Trust Company Americas, as trustee, including the Form of 6.375% Senior Notes due 2025.	8-K	9/5/2014	4.2	
10.1	Master Agreement, dated as of September 28, 2012, among T-Mobile USA, Inc., Crown Castle International Corp., and certain T-Mobile and Crown subsidiaries.	10-Q	8/8/2013	10.1	
10.2	Amendment No. 1, to Master Agreement, dated as of November 30, 2012, among Crown Castle International Corp., and certain T-Mobile and Crown subsidiaries.	10-Q	8/8/2013	10.2	
10.3	Master Prepaid Lease, dated as of November 30, 2012, by and among T-Mobile USA Tower LLC, T-Mobile West Tower LLC, T-Mobile USA, Inc. and CCTMO LLC.	10-Q	8/8/2013	10.3	

Exhibit No.	Exhibit Description	Incorporated by Reference			Filed Herein
		Form	Date of First Filing	Exhibit Number	
10.4	MPL Site Master Lease Agreement, dated as of November 30, 2012, by and among Cook Inlet/VS GSM IV PCS Holdings, LLC, T-Mobile Central LLC, T-Mobile South LLC, Powertel/Memphis, Inc., Voicestream Pittsburgh, L.P., T-Mobile West LLC, T-Mobile Northeast LLC, Wireless Alliance, LLC, Suncom Wireless Operating Company, L.L.C., T-Mobile USA, Inc. and CCTMO LLC.	10-Q	8/8/2013	10.4	
10.5	First Amendment to MPL Site Master Lease Agreement, dated as of November 30, 2012, by and among Cook Inlet/VS GSM IV PCS Holdings, LLC, T-Mobile Central LLC, T-Mobile South LLC, Powertel/Memphis, Inc., Voicestream Pittsburgh, L.P., T-Mobile West LLC, T-Mobile Northeast LLC, Wireless Alliance, LLC, Suncom Wireless Operating Company, L.L.C., T-Mobile USA, Inc. and CCTMO LLC.	10-Q	8/8/2013	10.5	
10.6	Sale Site Master Lease Agreement, dated as of November 30, 2012, by and among Cook Inlet/VS GSM IV PCS Holdings, LLC, T-Mobile Central LLC, T-Mobile South LLC, Powertel/Memphis, Inc., Voicestream Pittsburgh, L.P., T-Mobile West LLC, T-Mobile Northeast LLC, Wireless Alliance, LLC, Suncom Wireless Operating Company, L.L.C., T-Mobile USA, Inc., T3 Tower 1 LLC and T3 Tower 2 LLC.	10-Q	8/8/2013	10.6	
10.7	First Amendment to Sale Site Master Lease Agreement, dated as of November 30, 2012, by and Cook Inlet/VS GSM IV PCS Holdings, LLC, T-Mobile Central LLC, T-Mobile South LLC, Powertel/Memphis, Inc., Voicestream Pittsburgh, L.P., T-Mobile West LLC, T-Mobile Northeast LLC, Wireless Alliance, LLC, Suncom Wireless Operating Company, L.L.C., T-Mobile USA, Inc., T3 Tower 1 LLC and T3 Tower 2 LLC.	10-Q	8/8/2013	10.7	
10.8	Management Agreement, dated as of November 30, 2012, by and among Suncom Wireless Operating Company, L.L.C., Cook Inlet/VS GSM IV PCS Holdings, LLC, T-Mobile Central LLC, T-Mobile South LLC, Powertel/Memphis, Inc., Voicestream Pittsburgh, L.P., T-Mobile West LLC, T-Mobile Northeast LLC, Wireless Alliance, LLC, Suncom Wireless Property Company, L.L.C., T-Mobile USA Tower LLC, T-Mobile West Tower LLC, CCTMO LLC, T3 Tower 1 LLC and T3 Tower 2 LLC.	10-Q	8/8/2013	10.8	
10.9	Stockholder’s Agreement dated as of April 30, 2013 by and between MetroPCS Communications, Inc. and Deutsche Telekom AG.	8-K	5/2/2013	10.1	
10.10	Waiver of Required Approval Under Section 3.6(a) of the Stockholder's Agreement, dated August 7, 2013, between T-Mobile US, Inc. and Deutsche Telekom AG.	10-Q	8/8/2013	10.10	
10.11	License Agreement dated as of April 30, 2013 by and between T-Mobile US, Inc. and Deutsche Telekom AG.	8-K	5/2/2013	10.2	
10.12	Credit Agreement, dated as of May 1, 2013, among T-Mobile USA, Inc., as Borrower, Deutsche Telekom AG, as Lender, the other lenders party thereto from time to time, and JPMorgan Chase Bank, N.A., as Administrative Agent.	8-K	5/2/2013	4.14	
10.13	Amendment No. 1, dated as of November 15, 2013, to the Credit Agreement, dated May 1, 2013, among T-Mobile US, Inc., T-Mobile USA, Inc., each of the Subsidiaries signatory thereto, Deutsche Telekom AG and the other lenders party thereto from time to time, and JPMorgan Chase Bank, N.A., as Administrative Agent.	8-K	11/20/2013	10.1	

Exhibit No.	Exhibit Description	Incorporated by Reference			Filed Herein
		Form	Date of First Filing	Exhibit Number	
10.14	Amendment No. 2, dated as of September 3, 2014, to the Credit Agreement, dated as of May 1, 2013, among T-Mobile USA, Inc., Deutsche Telekom AG and the other lenders party thereto from time to time, and JPMorgan Chase Bank, N.A., as Administrative Agent.	8-K	9/5/2014	10.1	
10.15	Registration Rights Agreement, dated as of March 19, 2013, by and among MetroPCS Wireless, Inc., the Initial Guarantors (as defined therein), and Deutsche Bank Securities, as representative of the Initial Purchasers (as defined therein).	8-K	3/22/2013	10.1	
10.16	Registration Rights Agreement, dated as of August 21, 2013, by and among T-Mobile USA, Inc., the Guarantors (as defined therein), and Deutsche Bank Securities Inc., as Initial Purchaser (as defined therein).	8-K	8/21/2013	10.1	
10.17*	Second Amended and Restated 1995 Stock Option Plan of MetroPCS, Inc.	S-1	1/4/2007	10.1(d)	
10.18*	First Amendment to the Second Amended and Restated 1995 Stock Option Plan of MetroPCS, Inc.	S-1	1/4/2007	10.1(e)	
10.19*	Second Amendment to the Second Amended and Restated 1995 Stock Option Plan of MetroPCS, Inc.	S-1	1/4/2007	10.1(f)	
10.20*	Amended and Restated MetroPCS Communications, Inc. 2004 Equity Incentive Compensation Plan.	S-1/A	2/27/2007	10.1(a)	
10.21*	MetroPCS Communications, Inc. 2010 Equity Incentive Compensation Plan.	Schedule 14A	4/19/2010	Annex A	
10.22*	Form Change in Control Agreement for MetroPCS Communications, Inc.	10-Q	8/9/2010	10.2	
10.23*	Form Change in Control Agreement Amendment for MetroPCS Communications, Inc.	10-Q	10/30/2012	10.1	
10.24*	MetroPCS Communications, Inc. Employee Non-qualified Stock Option Award Agreement relating to the MetroPCS Communications, Inc. Amended and Restated 2004 Equity Incentive Compensation Plan.	10-K	3/1/2013	10.9(a)	
10.25*	MetroPCS Communications, Inc. Non-Employee Director Non-qualified Stock Option Award Agreement relating to the MetroPCS Communications, Inc. Amended and Restated 2004 Equity Incentive Compensation Plan.	10-K	3/1/2013	10.9(b)	
10.26*	Form Amendment to the MetroPCS Communications, Inc. Notice of Grant of Stock Option relating to the Second Amended and Restated 1995 Stock Option Plan of MetroPCS, Inc.	10-Q	8/9/2010	10.5	
10.27*	Form MetroPCS Communications, Inc. 2010 Equity Incentive Compensation Plan Employee Non-Qualified Stock Option Award Agreement.	10-K	2/29/2012	10.12	
10.28*	Form MetroPCS Communications, Inc. 2010 Equity Incentive Compensation Plan Non-Employee Director Non-Qualified Stock Option Award Agreement.	10-K	3/1/2013	10.12(b)	
10.29*	Employment Agreement of J. Braxton Carter dated as of January 25, 2013.	8-K	5/2/2013	10.3	
10.30*	Employment Agreement of Thomas C. Keys dated as of January 25, 2013.	8-K	5/2/2013	10.4	
10.31*	Employment Agreement of John J. Legere dated as of September 22, 2012.	10-Q	8/8/2013	10.17	
10.32*	Amendment to Employment Agreement of John J. Legere dated as of October 23, 2013.	10-K	2/25/2014	10.35	
10.33*	Form of Indemnification Agreement.	8-K	5/2/2013	10.6	

Exhibit No.	Exhibit Description	Incorporated by Reference			Filed Herein
		Form	Date of First Filing	Exhibit Number	
10.34*	Amended Director Compensation Program effective as of May 1, 2013 (amended June 4, 2014).	10-Q	7/31/2014	10.1	
10.35*	T-Mobile US, Inc. Non-Qualified Deferred Executive Compensation Plan (As Amended and Restated Effective as of January 1, 2014).	10-K	2/25/2014	10.39	
10.36*	T-Mobile US, Inc. Executive Continuity Plan as Amended and Restated Effective as of January 1, 2014.	8-K	10/25/2013	10.1	
10.37*	T-Mobile US, Inc. 2013 Omnibus Incentive Plan (as amended and restated on August 7, 2013).	10-Q	8/8/2013	10.20	
10.38*	T-Mobile USA, Inc. 2011 Long-Term Incentive Plan.	10-Q	8/8/2013	10.21	
10.39*	Annual Incentive Award Notice under the 2013 Omnibus Incentive Plan.	10-K	2/25/2014	10.45	
10.40*	Form of Restricted Stock Unit Award Agreement for Non-Employee Directors under the T-Mobile US, Inc. 2013 Omnibus Incentive Plan.	8-K	6/4/2013	10.2	
10.41*	Form of Restricted Stock Unit Award Agreement (Time-Vesting) for Executive Officers under the T-Mobile US, Inc. 2013 Omnibus Incentive Plan.	10-Q	8/8/2013	10.24	
10.42*	Form of Restricted Stock Unit Award Agreement (Performance-Vesting) for Executive Officers under the T-Mobile US, Inc. 2013 Omnibus Incentive Plan.	10-Q	8/8/2013	10.25	
10.43*	Form of Restricted Stock Unit Award Agreement (Performance-Vesting) with Deferral Option for Executive Officers under the T-Mobile US, Inc. 2013 Omnibus Incentive Plan.				X
10.44*	Form of Restricted Stock Unit Award Agreement (Time-Vesting) with Deferral Option for Executive Officers under the T-Mobile US, Inc. 2013 Omnibus Incentive Plan.				X
10.45	License Exchange Agreement, dated January 5, 2014, among T-Mobile USA, Inc., T-Mobile License LLC, Cellco Partnership d/b/a Verizon Wireless, Verizon Wireless (VAW) LLC, Athens Cellular, Inc. and Verizon Wireless of the East LP.	8-K	1/6/2014	10.1	
10.46	License Purchase Agreement, dated January 5, 2014, among T-Mobile USA, Inc., T-Mobile License LLC and Cellco Partnership d/b/a Verizon Wireless.	8-K	1/6/2014	10.2	
10.47	Receivables Sale and Conveyancing Agreement, dated as of February 26, 2014, among T-Mobile West LLC, T-Mobile Central LLC, T-Mobile Northeast LLC and T-Mobile South LLC, as sellers, and T-Mobile PCS Holdings LLC, as purchaser.	8-K	3/4/2014	10.1	
10.48	Receivables Sale and Contribution Agreement, dated as of February 26, 2014, between T-Mobile PCS Holdings LLC, as seller, and T-Mobile Airtime Funding LLC, as purchaser.	8-K	3/4/2014	10.2	
10.49	Master Receivables Purchase Agreement, dated as of February 26, 2014, among T-Mobile Airtime Funding LLC, as funding seller, Billing Gate One LLC, as purchaser, Landesbank Hessen-Thüringen Girozentrale, as bank purchasing agent, T-Mobile PCS Holdings LLC, as servicer, and T-Mobile US, Inc., as performance guarantor.	8-K	3/4/2014	10.3	
10.50	Guarantee Facility Agreement, dated as of February 26, 2014, among T-Mobile US, Inc., as the company, T-Mobile Airtime Funding LLC, as the funding seller, and KfW IPEX-Bank GmbH, as the bank.	8-K	3/4/2014	10.4	

Exhibit No.	Exhibit Description	Incorporated by Reference			Filed Herein
		Form	Date of First Filing	Exhibit Number	
10.51	Omnibus Amendment to the Master Receivables Purchase Agreement and Fee Letter, dated as of April 11, 2014, by and among T-Mobile Airtime Funding LLC, as funding seller, Billing Gate One LLC, as purchaser, Landesbank Hessen-Thüringen Girozentrale, as bank purchasing agent and a bank purchaser, T-Mobile PCS Holdings LLC, as servicer, T-Mobile US, Inc. as performance guarantor, and the Bank of Tokyo-Mitsubishi UFJ, Ltd., as a bank purchaser.	10-Q	5/1/2014	10.7	
10.52	Second Amendment to the Master Receivables Purchase Agreement dated as of June 12, 2014, by and among T-Mobile Airtime Funding LLC, as funding seller, Billing Gate One LLC, as purchaser, Landesbank Hessen-Thüringen Girozentrale, as bank purchasing agent and a bank purchaser, T-Mobile PCS Holdings LLC, as servicer and T-Mobile US, Inc. as performance guarantor.	10-Q	7/31/2014	10.2	
10.53	Third Amendment to the Master Receivables Purchase Agreement, dated as of September 29, 2014, by and among T-Mobile Airtime Funding LLC, as funding seller, Billing Gate One LLC, as purchaser, Landesbank Hessen-Thüringen Girozentrale, as bank purchasing agent and a bank purchaser, T-Mobile PCS Holdings LLC, as servicer and T-Mobile US, Inc. as performance guarantor.	10-Q	10/28/2014	10.2	
10.54	Fourth Amendment to the Master Receivables Purchase Agreement, dated as of November 28, 2014, by and among T-Mobile Airtime Funding LLC, as funding seller, Billing Gate One LLC, as purchaser, Landesbank Hessen-Thüringen Girozentrale, as bank purchasing agent and a bank purchaser, T-Mobile PCS Holdings LLC, as servicer and T-Mobile US, Inc. as performance guarantor.				X
10.55	Joinder and First Amendment to the Receivables Sale and Conveyancing Agreement, dated as of November 28, 2014, among Powertel/Memphis, Inc., Triton PCS Holdings Company L.L.C., T-Mobile West LLC, T-Mobile Central LLC, T-Mobile Northeast LLC and T-Mobile South LLC, as sellers, and T-Mobile PCS Holdings LLC, as purchaser.				X
10.56	First Amendment to the Receivables Sale and Contribution Agreement, dated as of November 28, 2014, between T-Mobile PCS Holdings LLC, as seller, and T-Mobile Airtime Funding LLC, as purchaser.				X
10.57	First Amended and Restated Guarantee Facility Agreement, dated as of November 28, 2014, among T-Mobile US, Inc., as the company, T-Mobile Airtime Funding LLC, as the funding seller, and KfW IPEX-Bank GmbH, as the bank.				X
12.1	Computation of Ratio of Earnings to Fixed Charges.				X
21.1	Subsidiaries of Registrant.				X
23.1	Consent of PricewaterhouseCoopers LLP.				X
24.1	Power of Attorney, pursuant to which amendments to this Form 10-K may be filed (included on the signature page contained in Part IV of the Form 10-K).				X
31.1	Certifications of Chief Executive Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.				X
31.2	Certifications of Chief Financial Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.				X
32.1**	Certification of Chief Executive Officer Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.				
32.2**	Certification of Chief Financial Officer Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.				
101.INS	XBRL Instance Document.				X

Exhibit No.	Exhibit Description	Incorporated by Reference			Filed Herein
		Form	Date of First Filing	Exhibit Number	
101.SCH	XBRL Taxonomy Extension Schema Document.				X
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document.				X
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document.				X
101.LAB	XBRL Taxonomy Extension Label Linkbase Document.				X
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document.				X

* Indicates a management contract or compensatory plan or arrangement.
** Furnished herein.

Exhibit 10.43

NOTICE OF GRANT OF RESTRICTED STOCK UNIT AWARD

(PERFORMANCE-VESTING)

T-MOBILE US, INC.

2013 OMNIBUS INCENTIVE PLAN

FOR GOOD AND VALUABLE CONSIDERATION, T-Mobile US, Inc. (the "**Company**") hereby grants this Restricted Stock Unit Award (the "**Award**") of the number of Restricted Stock Units set forth in this Notice of Grant of Restricted Stock Unit Award (the "**Notice**") to the Grantee designated in this Notice, pursuant to the provisions of the Company's 2013 Omnibus Incentive Plan (the "**Plan**") and subject to certain restrictions as outlined below in this Notice and the additional provisions set forth in the attached Terms and Conditions of Restricted Stock Units Award (the "**Terms**"). Together, this Notice, the attached Terms and all Exhibits hereto constitute the "**Agreement**." The terms and conditions of the Plan are incorporated by reference in their entirety into this Agreement. When used in this Agreement, the terms which are defined in the Plan shall have the meanings given to them in the Plan, as modified herein (if applicable).

Grantee: [_____]

Grant Date: [_____]

# of Restricted Stock Units (at target performance): [_____]

Vesting Schedule: Subject to the terms of the Plan and this Agreement, the Restricted Stock Units shall become earned and vested, and shares of Stock shall be issued in settlement of vested Restricted Stock Units, in accordance with the following schedule, in the event the Grantee does not have a Separation from Service prior to the applicable vesting date(s):

(a) Performance-Vesting Conditions. The number of Restricted Stock Units that become earned and vested (if any) will be determined in accordance with the performance measures, targets and methodology set forth in Exhibit A.

(b) Time-Vesting Conditions. In addition to the performance-vesting conditions stated above, and except as expressly provided in the Notice below, as applicable, or as otherwise provided pursuant to the terms of the Plan, the Grantee must remain continuously employed with the Company through the following date(s) to become earned and vested in any Restricted Stock Units (after adjustment for performance):

Vesting Date	% Vesting

No Restricted Stock Units shall become earned and vested following Grantee's Separation from Service, except as expressly provided in the Notice below, as applicable, or as otherwise provided pursuant to the terms of the Plan.

Notwithstanding the foregoing, if the Grantee elects to defer issuance of shares of Stock in settlement of vested Restricted Stock Units pursuant to Section 1(f) of the Terms, the shares of Stock will be issued in settlement of vested Restricted Stock Units in accordance with such deferral.

Impact of Separation from Service on Vesting: See Exhibit B

Acceleration of Vesting on or following a Change in Control: See Exhibit B

The Grantee must accept this Agreement electronically pursuant to the online acceptance procedure established by the Company within 90 days after the Agreement is presented to the Grantee for review. If the Grantee fails to accept the Award within such 90-day period, the Company may, in its sole discretion, rescind the Award in its entirety. By electronically accepting the Agreement, the Grantee agrees that this Award is granted under and governed by the terms and conditions of the Plan and this Agreement.

EXHIBIT A
Performance-Based Vesting Conditions

EXHIBIT B
Separation from Service and Change in Control

(a) Impact of Separation from Service; Change in Control. If the Grantee has a Separation from Service before the vesting date specified under "Time-Vesting Conditions" in the Notice, then the Restricted Stock Units shall become earned and vested or be canceled depending on the reason for Separation from Service as follows.

(i) Death or Disability. If the Grantee has a Separation from Service due to the Grantee's death or Disability, the Restricted Stock Units shall become immediately earned and vested at target as of the date of such Separation from Service.

(ii) Workforce Reduction or Divestiture. If the Grantee has a Separation from Service as a result of a Workforce Reduction or Divestiture, then (A) the number of Performance Adjusted Units shall be determined as soon as administratively practicable following [date x], (B) such Performance Adjusted Units shall be multiplied by the Pro Rata Fraction, (C) the resulting number of Restricted Stock Units shall become earned and vested and payable to the Grantee by no later than [date x], and (D) any remaining unearned Restricted Stock Units shall be immediately canceled as of [date x]; provided, however, that the Grantee will not be eligible to receive any vesting of the Restricted Stock Units under this paragraph (a)(ii) unless the Grantee executes all documents required under the applicable Company severance program or otherwise, including without limitation, any required release of claims, within the applicable time frames set forth in such documents or as prescribed by the Company. In the event the Grantee fails to execute all required documents in a timely fashion, if any portion of the Award has been earned or paid to the Grantee after the Separation from Service but before the Grantee's failure to execute all required documents, the Grantee covenants and agrees that the Grantee will have no right, title or interest in such amount earned or paid and that the Grantee will cause such amount to be returned immediately to the Company upon notice.

[For Mr. Legere only, clause (ii) is replaced in its entirety by the following:

(ii) Without Cause or For Good Reason. If the Grantee has a Separation from Service (other than as provided in section (a)(iii) below) either (1) by action of the Company for any reason other than Cause (including due to non-renewal of Grantee's Employment Agreement with the Company dated September 22, 2012 or any successor agreement (the "Employment Agreement") by notice given by the Company, but excluding due to the Grantee's death or Disability) or (2) for Good Reason, then (A) the number of Performance Adjusted Units shall be determined as soon as administratively practicable following [date x], (B) such Performance Adjusted Units shall be multiplied by the Pro Rata Fraction, (C) the resulting number of Restricted Stock Units shall become earned and vested and payable to the Grantee by no later than [date x], and (D) any remaining unearned Restricted Stock Units shall be immediately canceled as of [date x]; provided, however, that the Grantee will not be eligible to receive any vesting of the Restricted Stock Units under this paragraph (a)(ii) unless the Grantee executes all documents required under the Employment Agreement, including without limitation, any required

release of claims, within the applicable time frames set forth in the Employment Agreement. In the event the Grantee fails to execute all required documents in a timely fashion, if any portion of the Award has been earned or paid to the Grantee after the Separation from Service but before the Grantee's failure to execute all required documents, the Grantee covenants and agrees that the Grantee will have no right, title or interest in such amount earned or paid and that the Grantee will cause such amount to be returned immediately to the Company upon notice.]

(iii) Change in Control. Notwithstanding anything in this Agreement to the contrary, but subject to the provisions of Section 15.3.1(i) of the Plan, if (A) a Change in Control occurs and (B) on or after the Change in Control and on or before the first anniversary of the Change in Control either (1) the Grantee has a Separation from Service by action of the Company or the Grantee's employing Subsidiary for any reason other than Cause ([For Mr. Legere only: including due to non-renewal of the Employment Agreement by notice given by the Company, but] excluding due to the Grantee's death or Disability) or (2) the Grantee has a Separation from Service for Good Reason, then the Restricted Stock Units shall become immediately earned and vested as of the date of such Separation from Service at the greater of (y) target or (z) the actual level of performance under Exhibit A determined as if the Performance Period had ended as of the last trading day immediately preceding the Change in Control.

(iv) Any other Separation from Service. If the Grantee has a Separation from Service for any reason other than as specified in subparagraphs (a)(i), (ii) or (iii) above before the vesting date specified under "Time-Vesting Conditions" in the Notice, the Restricted Stock Units shall be immediately canceled as of the date of such Separation from Service.

(b) Impact of Continuation of Service After Change in Control. Notwithstanding any provision in this Agreement to the contrary, if (i) a Change in Control occurs prior to the end of any applicable Performance Period, (ii) this Award is assumed, converted or replaced by the resulting entity in the Change in Control and (iii) Grantee remains continuously employed with the Company through the end of the Performance Period [ending latest within this Award], then the Restricted Stock Units earned with respect to each Performance Period that ends after the Change in Control shall not be less than the Restricted Stock Units with respect to such Performance Period determined assuming target performance.

(c) Definitions. For purposes of this Agreement, the following terms shall have the following meanings:

"**Cause**" shall be defined as that term is defined in the Grantee's offer letter or other applicable employment agreement; or, if there is no such definition, "Cause" means any one or more of the following: (i) the Grantee's gross neglect or willful material breach of the Grantee's principal employment responsibilities or duties; (ii) a final judicial adjudication that the Grantee is guilty of any felony (other than a law, rule or regulation relating to a traffic violation or other similar offense that has no material adverse affect on the Company or any of its Subsidiaries); (iii) the Grantee's breach of any non-competition or confidentiality covenant between the Grantee and the Company or any Subsidiary; (iv) fraudulent conduct as determined by a court of competent jurisdiction in the course of the Grantee's employment with the Company or any of its Subsidiaries; or (v) the material breach by the Grantee of any other obligation which continues uncured for a period of 30 days after notice thereof by the Company or any of its Subsidiaries.

"**Divestiture**" means a Separation from Service as the result of a divestiture or sale of a business unit as determined by the Grantee's employer based on the personnel records of the Company and its Subsidiaries. [For Mr. Legere only, this definition is omitted in its entirety.]

"**Good Reason**" shall be defined as that term is defined in the Grantee's offer letter or other applicable employment agreement; or, if there is no such definition, "Good Reason" means the occurrence of any of the following events without the Grantee's consent, provided that the Grantee has complied with the Good Reason Process: (i) a material diminution in the Grantee's responsibility, authority or duty; (ii) a material diminution in the Grantee's base salary except for across-the-board salary reductions based on the Company and its Subsidiaries' financial performance similarly affecting all or substantially all management employees of the Company and its Subsidiaries; or (iii) the relocation of the office at which the Grantee was principally employed immediately prior to a Change in Control to a location more than fifty (50) miles from the location of such office, or the Grantee being required to be based anywhere other than such office, except to the extent the Grantee was not previously assigned to a principal location and except for required travel on business to an extent substantially consistent with the Grantee's business travel obligations at the time of the Change in Control.

"**Good Reason Process**" means that (i) the Grantee reasonably determines in good faith that a Good Reason condition has occurred; (ii) the Grantee notifies the Company and its Subsidiaries in writing of the occurrence of the Good Reason condition within 60 days of such occurrence; (iii) the Grantee cooperates in good faith with the Company and its Subsidiaries' efforts, for a period of not less than 30 days following such notice (the "**Cure Period**"), to remedy the condition; (iv) notwithstanding such efforts, the Good Reason condition continues to exist following the Cure Period; and (v) the Grantee has a Separation from Service within 60 days after the end of the Cure Period. If the Company or its Subsidiaries cures the Good Reason condition during the Cure Period, and the Grantee has a Separation from Service due to such condition (notwithstanding its cure), then the Grantee will not be deemed to have had a Separation from Service for Good Reason.

"**Pro Rata Fraction**" means a fraction, the numerator of which is the number of days from the Grant Date to the date of Separation from Service and the denominator of which is the number of days from the Grant Date through [date x].

"**Workforce Reduction**" means the Grantee's Separation from Service as a result of a reduction in force, realignment or similar measure as determined by the Grantee's employer and (i) the Grantee is officially notified in writing of such Separation from Service due to a workforce reduction and eligibility for the Company's severance program under which the Grantee is covered, or (ii) if not covered by a Company severance program, the Grantee is notified in writing by an authorized officer of the Company or any Subsidiary that the Separation from Service is as a result of such action. [For Mr. Legere only, this definition is omitted in its entirety.]

TERMS AND CONDITIONS OF RESTRICTED STOCK UNIT AWARD

The Restricted Stock Unit Award (the "**Award**") granted by T-Mobile US, Inc. (the "**Company**") to the Grantee specified in the Notice of Grant of Restricted Stock Unit Award (the "**Notice**") to which these Terms and Conditions of Restricted Stock Unit Award (the "**Terms**") are attached, is subject to the terms and conditions of the Plan, the Notice, and these Terms. The terms and conditions of the Plan are incorporated by reference in their entirety into these Terms. Together, the Notice, all Exhibits to the Notice and these Terms constitute the "**Agreement**." A Prospectus describing the Plan has been delivered to the Grantee. The Plan itself is available upon request. When used in this Agreement, the terms which are defined in the Plan shall have the meanings given to them in the Plan, as modified herein (if applicable). For purposes this Agreement, any reference to the Company shall include a reference to any Affiliate.

1. Grant of Units.

(a) As of the Grant Date set forth in the Notice, the Company grants to the Grantee the number Restricted Stock Units ("**Units**") set forth in the Notice. Each Unit represents the right to receive one share of Stock at a future date after the Unit has become earned and vested, subject to the terms and conditions of this Agreement.

(b) The Units covered by this Award shall become earned and vested in accordance with the schedule set forth in the Notice. Except as otherwise provided by a deferral election pursuant to Section 1(f) below, each earned and vested Unit shall be settled on the date(s) specified in the Notice by issuance of one share of Stock on or as soon as administratively practicable (but no more than 60 days) after the applicable vesting and/or settlement date specified in the Notice, subject to the requirements of (i) Section 4 (Withholding), Section 6 (Regulatory Restrictions on the Shares Issued Upon Settlement), and Section 7(m) (Recovery of Compensation) of this Agreement and (ii) Section 17.9 of the Plan regarding a potential six-month delay in settlement for awards to certain Grantees to the extent determined by the Company to be necessary to comply with Section 409A. If the Grantee elects to defer issuance of shares of Stock in settlement of earned and vested Units pursuant to Section 1(f) below, each earned and vested Unit shall be settled in accordance with such deferral.

(c) Units constitute an unfunded and unsecured obligation of the Company. The Grantee shall not have any rights of a stockholder of the Company with respect to the shares of Stock underlying the Units unless and until the Units become earned and vested and are settled by the issuance of shares of Stock. Upon issuance of shares of Stock in connection with the settlement of vested Units, the Grantee shall be the record owner of the shares of Stock unless and until such shares are sold or otherwise disposed of, and as record owner shall be entitled to all rights of a stockholder of the Company (including voting rights).

(d) The Grantee may designate a beneficiary to receive payment in connection with the Units in the event of the Grantee's death in accordance with the Company's beneficiary designation procedures, as in effect from time to time. If the Grantee does not designate a beneficiary, or if the Grantee's designated beneficiary does not survive the Grantee, then the Grantee's beneficiary will be the Grantee's estate.

(e) The Units shall not entitle the Grantee to receive any dividend equivalents with respect to any cash dividend that is otherwise paid with respect to shares of the Stock.

(f) Subject to Section 17.9 of the Plan, the Grantee may elect to defer delivery of the shares of Stock that otherwise would be due by virtue of the satisfaction of the requirements for distribution of the shares of Stock under the Award in accordance with the terms and conditions set forth in the Company's Non-Qualified Deferred Compensation Plan (as amended and restated effective as of January 1, 2014 and as may be further amended from time to time) , any successor plan or any other deferred compensation arrangement.

2. Restrictions. Subject to any exceptions set forth in this Agreement, until such time as the Units become earned and vested and are settled in shares of Stock in accordance with Section 1, the Units or the rights relating thereto may not be assigned, alienated, pledged, attached, sold or otherwise transferred or encumbered by the Grantee. Any attempt to assign, alienate, pledge, attach, sell or otherwise transfer or encumber the Units or the rights relating thereto shall be wholly ineffective and, if any such attempt is made, the Units will be forfeited by the Grantee and all of the Grantee's rights to such Units shall immediately terminate without any payment of consideration by the Company.

3. Cancellation of Rights. If any portion of the Units fail to become earned and vested (for example, because the Grantee fails to satisfy the vesting conditions specified in the Notice prior to a Separation from Service), then such Units shall be immediately forfeited as of the date of such failure and all of the Grantee's rights to such Units shall immediately terminate without any payment of consideration by the Company.

4. Withholding.

(a) Regardless of any action the Company takes with respect to any or all income tax, payroll tax or other tax-related withholding ("**Tax-Related Items**"), the Grantee acknowledges that the ultimate liability for all Tax-Related Items owed by the Grantee is and remains the Grantee's responsibility and that the Company (i) makes no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Award, including the grant or vesting of the Units or the subsequent sale of shares of Stock acquired upon vesting; and (ii) does not commit to structure the terms of the grant or any aspect of the Award to reduce or eliminate the Grantee's liability for Tax-Related Items.

(b) Prior to vesting of the Units, the Grantee shall pay or make adequate arrangements satisfactory to the Company to satisfy all withholding obligations of the Company. In this regard, the Grantee authorizes the Company to withhold all applicable Tax-Related Items legally payable by the Grantee from the Grantee's wages or other cash compensation paid to the Grantee by the Company or from proceeds of the sale of the shares of Stock. Alternatively, or in addition, to the extent permissible under applicable law, the Company may (i) sell or arrange for the sale of shares of Stock that the Grantee acquires to meet the withholding obligation for Tax-Related Items, and/or (ii) withhold in shares of Stock, provided that the Company only withholds the amount of shares of Stock necessary to satisfy the minimum withholding amount. Finally, the Grantee shall pay to the Company any amount of Tax-Related Items that the Company may be required to withhold as a result of the Grantee's participation in the Plan that cannot be satisfied by the means previously described. The Company may refuse to issue and deliver shares of Stock in payment of any earned and vested Units if the Grantee fails to comply with the Grantee's obligations in connection with the Tax-Related Items as described in this Section 4.

5. Grantee Representations. The Grantee hereby represents to the Company that the Grantee has read and fully understands the provisions of this Agreement, the Prospectus and the Plan, and the Grantee's decision to participate in the Plan is completely voluntary. Further, the Grantee acknowledges that the Grantee is relying solely on his or her own advisors with respect to the tax consequences of this Award.

6. Regulatory Restrictions on the Shares Issued Upon Settlement. Notwithstanding the other provisions of this Agreement, the Committee shall have the sole discretion to impose such conditions, restrictions and limitations on the issuance of shares of Stock with respect to this Award unless and until the Committee determines that such issuance complies with (i) any applicable registration requirements under the Securities Act or the Committee has determined that an exemption therefrom is available, (ii) any applicable listing requirement of any stock exchange on which the Stock is listed, (iii) any applicable Company policy or administrative rules, and (iv) any other applicable provision of state, federal or foreign law, including foreign securities laws where applicable.

7. Miscellaneous.

(a) Notices. Any notice which either party hereto may be required or permitted to give to the other shall be in writing and may be delivered personally, by intraoffice mail, by fax, by electronic mail or other electronic means, or via a postal service, postage prepaid, to such electronic mail or postal address and directed to such person as the Company may notify the Grantee from time to time; and to the Grantee at the Grantee's electronic mail or postal address as shown on the records of the Company from time to time, or at such other electronic mail or postal address as the Grantee, by notice to the Company, may designate in writing from time to time.

(b) Waiver. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other or subsequent breach.

(c) Entire Agreement. This Agreement and the Plan constitute the entire agreement between the parties with respect to the subject matter hereof. Any prior agreements, commitments or negotiations concerning the Award are superseded [For Mr. Legere only:, including without limitation, any provisions of the Employment Agreement that would otherwise apply to the Award. In that regard, you acknowledge and agree that this Award, together with the time-vesting Restricted Stock Unit award made to you as of the date hereof and the outstanding cash-based awards made to you under the legacy T-Mobile LTIP as currently in effect, satisfy the Company's obligations regarding LTIP awards under Section 3(c) of the Employment Agreement through 2014].

(d) Binding Effect; Successors. This Agreement shall inure to the benefit of and be binding upon the parties hereto and to the extent not prohibited herein, their respective heirs, successors, assigns and representatives. Nothing in this Agreement, express or implied, is intended to confer on any person other than the parties hereto and as provided above, their respective heirs, successors, assigns and representatives any rights, remedies, obligations or liabilities.

(e) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the principles of conflicts of law, and applicable Federal law.

(f) Arbitration. The Company and the Grantee shall make a good faith attempt to resolve any and all claims and disputes regarding the Award or the Agreement in accordance with any dispute resolution adopted by the Company before resorting to any other dispute resolution procedure. If the claim or dispute is not resolved in that manner and involves any rights or obligations under the Agreement, then the claim or dispute will be determined by arbitration in accordance with the then-current American Arbitration Association ("AAA") national rules for the resolution of employment disputes by arbitration, except as modified herein. The arbitration will be conducted by a sole neutral arbitrator who has had both training and experience as an arbitrator of employee compensation matters. If the Company and the Grantee cannot agree on an arbitrator, then the arbitrator will be selected by the AAA applying the criteria in this provision. Reasonable discovery will be permitted and the arbitrator may decide any issue as to discovery. The arbitrator may decide any issue as to whether or as to the extent to which, any dispute is subject to the dispute resolution provisions of this Section 7(f). The arbitrator may award only relief at law contemplated under the Agreement and the Plan and the arbitrator may not award incidental, consequential or punitive damages, attorney's fees or any form or equitable relief, to either party. The arbitrator must base the arbitration award on the provisions of this Section 7(f) and applicable law and must render the award in writing, including an explanation of the reasons for the award. Judgment upon the award may be entered by any court having jurisdiction of the matter, and the decision of the arbitrator will be final and binding. The statute of limitations applicable to the commencement of a lawsuit will apply to the commencement of an arbitration. The arbitrator's fees will be paid in equal portions by the Company and the Grantee, unless the Company agrees to pay all such fees.

(g) Venue. Any arbitration, legal or equitable action or any proceeding arising directly, indirectly, or otherwise in connection with, out of, related to or from the Agreement, or any provision hereof, shall exclusively be filed and adjudicated in King County, Washington and no other venue.

(h) Headings. The headings contained herein are for the sole purpose of convenience of reference, and shall not in any way limit or affect the meaning or interpretation of any of the terms or provisions of this Agreement.

(i) Conflicts; Amendment. The provisions of the Plan are incorporated in this Agreement in their entirety. In the event of any conflict between the provisions of this Agreement and the Plan, the provisions of the Plan shall control. This Agreement may be amended at any time by the Committee**,** provided that no amendment may, without the consent of the Grantee, materially impair the Grantee's rights with respect to the Award. The Committee shall have full authority and discretion, subject only to the terms of the Plan, to decide all matters relating to the administration or interpretation of the Plan, the Award, and the Agreement, and all such action by the Committee shall be final, conclusive, and binding upon the Company and the Grantee.

(j) No Right to Continued Employment. Nothing in this Agreement shall confer upon the Grantee any right to continue in the employ or service of the Company or affect the right of the Company to terminate the Grantee's employment or service at any time.

(k) Further Assurances. The Grantee agrees, upon demand of the Company or the Committee, to do all acts and execute, deliver and perform all additional documents, instruments and agreements which may be reasonably required by the Company or the Committee, as the case may be, to implement the provisions and purposes of this Agreement and the Plan.

(l) Personal Data. By accepting the Award under this Agreement, the Grantee hereby consents to the Company's use, dissemination and disclosure of any information pertaining to the Grantee that the Company determines to be necessary or desirable for the implementation, administration and management of the Plan.

(m) Recovery of Compensation. In accordance with Section 3.3 of the Plan, the Award is subject to the requirements of (i) Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (regarding recovery of erroneously awarded compensation) and any implementing rules and regulations thereunder, (ii) any policies adopted by the Company to implement such requirements, and (iii) any other compensation recovery policies as may be adopted from time to time by the Company, all to the extent determined by the Committee in its discretion to be applicable to the Grantee.

(n) Restrictive Covenants. The Grantee has previously entered into a Restrictive Covenant and Confidentiality Agreement (or similarly titled document) ("**Restrictive Covenant Agreement**"). The vesting and receipt of benefits under this Award is specifically conditioned on the Grantee's compliance with the Restrictive Covenant Agreement. To the extent allowed by and consistent with applicable law and any applicable limitations period, if it is determined at any time that the Grantee has materially breached the Restrictive Covenant Agreement, the Company will be entitled to (i) cause any unvested portion of the Award to be immediately canceled without any payment of consideration by the Company and (ii) recover from the Grantee in its sole discretion some or all of the shares of Stock (or proceeds received by the Grantee from such shares of Stock) paid to the Grantee pursuant to this Agreement. The Grantee recognizes that if the Grantee materially breaches the Restrictive Covenant Agreement, the losses to the Company and/or its Subsidiaries may amount to the full value of any shares of Stock paid to the Grantee pursuant to this Agreement.

Exhibit 10.44

NOTICE OF GRANT OF RESTRICTED STOCK UNIT AWARD
(TIME-VESTING, SECTION 16 OFFICER)
T-MOBILE US, INC.
2013 OMNIBUS INCENTIVE PLAN

FOR GOOD AND VALUABLE CONSIDERATION, T-Mobile US, Inc. (the "**Company**") hereby grants this Restricted Stock Unit Award (the "**Award**") of the number of Restricted Stock Units set forth in this Notice of Grant of Restricted Stock Unit Award (the "**Notice**") to the Grantee designated in this Notice, pursuant to the provisions of the Company's 2013 Omnibus Incentive Plan (the "**Plan**") and subject to certain restrictions as outlined below in this Notice and the additional provisions set forth in the attached Terms and Conditions of Restricted Stock Units Award (the "**Terms**"). Together, this Notice, the attached Terms and all Exhibits hereto constitute the "**Agreement**." The terms and conditions of the Plan are incorporated by reference in their entirety into this Agreement. When used in this Agreement, the terms which are defined in the Plan shall have the meanings given to them in the Plan, as modified herein (if applicable).

Grantee: [_____]

Grant Date: [_____]

# of Restricted Stock Units: [_____]

Vesting Schedule: Subject to the terms of the Plan and this Agreement, the Restricted Stock Units shall become earned and vested, and shares of Stock shall be issued in settlement of vested Restricted Stock Units, in accordance with the following schedule, in the event the Grantee does not have a Separation from Service prior to the applicable vesting date(s):

Vesting Date	% Vesting

Only a whole number of Restricted Stock Units will become vested as of any given vesting date. If the number of Restricted Stock Units determined as of a vesting date is a fractional number, the number vesting will be rounded down to the nearest whole number with any fractional portion carried forward. No Restricted Stock Units shall become earned and vested following Grantee's Separation from Service, except as expressly provided in the Notice below, as applicable, or as otherwise provided pursuant to the terms of the Plan.

Notwithstanding the foregoing, if the Grantee elects to defer issuance of shares of Stock in settlement of vested Restricted Stock Units pursuant to Section 1(f) of the Terms, the shares of Stock will be issued in settlement of vested Restricted Stock Units in accordance with such deferral.

Impact of Separation from Service on Vesting: See Exhibit A

Acceleration of Vesting on or following a Change in Control: See Exhibit A

The Grantee must accept this Agreement electronically pursuant to the online acceptance procedure established by the Company within 90 days after the Agreement is presented to the Grantee for review. If the Grantee fails to accept the Award within such 90-day period, the Company may, in its sole discretion, rescind the Award in its entirety. By electronically accepting the Agreement, the Grantee agrees that this Award is granted under and governed by the terms and conditions of the Plan and this Agreement.

EXHIBIT A

Separation from Service and Change in Control

(a) Impact of Separation from Service; Change in Control. If the Grantee has a Separation from Service before any of the vesting date(s) specified under "Vesting Schedule" in the Notice, then any unearned Restricted Stock Units shall become earned and vested or be canceled depending on the reason for Separation from Service as follows.

(i) Death or Disability. If the Grantee has a Separation from Service due to the Grantee's death or Disability, any unearned Restricted Stock Units shall become immediately earned and vested as of the date of such Separation from Service.

(ii) Workforce Reduction or Divestiture. If the Grantee has a Separation from Service as a result of a Workforce Reduction or Divestiture, then the unearned Restricted Stock Units otherwise scheduled to become earned and vested at the next scheduled vesting date specified under "Vesting Schedule" in the Notice shall become immediately earned and vested as of the date of such Separation from Service and any remaining unearned Restricted Stock Units shall be immediately canceled as of that date; provided, however, that the Grantee will not be eligible to receive any vesting of the Restricted Stock Units under this paragraph (a)(ii) unless the Grantee executes all documents required under the applicable Company severance program or otherwise, including without limitation any required release of claims, within the applicable time frames set forth in such documents or as prescribed by the Company. In the event the Grantee fails to execute all required documents in a timely fashion, if any portion of the Award has been earned or paid to the Grantee after the Separation from Service but before the Grantee's failure to execute all required documents, the Grantee covenants and agrees that the Grantee will have no right, title or interest in such amount earned or paid and that the Grantee will cause such amount to be returned immediately to the Company upon notice.

[For Mr. Legere only, clause (ii) is replaced in its entirety with the following

(ii) Without Cause or For Good Reason. If the Grantee has a Separation from Service (other than as provided in section (a)(iii) below) either (1) by action of the Company for any reason other than Cause (including due to non-renewal of Grantee's Employment Agreement with the Company dated September 22, 2012 or any successor agreement (the "Employment Agreement") by notice given by the Company, but excluding due to the Grantee's death or Disability) or (2) for Good Reason, then the unearned Restricted Stock Units otherwise scheduled to become earned and vested at the next scheduled vesting date specified under "Vesting Schedule" in the Notice shall become immediately earned and vested as of the date of such Separation from Service and any remaining unearned Restricted Stock Units shall be immediately canceled as of that date; provided, however, that the Grantee will not be eligible to receive any vesting of the Restricted Stock Units under this paragraph (a)(ii) unless the Grantee executes all documents required under the Employment Agreement, including without limitation, any required release of claims, within the applicable time frames set forth in the Employment Agreement. In the event the Grantee fails to execute all

required documents in a timely fashion, if any portion of the Award has been earned or paid to the Grantee after the Separation from Service but before the Grantee's failure to execute all required documents, the Grantee covenants and agrees that the Grantee will have no right, title or interest in such amount earned or paid and that the Grantee will cause such amount to be returned immediately to the Company upon notice.]

(iii) Change in Control. Notwithstanding anything in this Agreement to the contrary but subject to the provisions of Section 15.3.1(i) of the Plan, if (A) a Change in Control occurs and (B) on or after the Change in Control and on or before the first anniversary of the Change in Control either (1) the Grantee has a Separation from Service by action of the Company or the Grantee's employing Subsidiary for any reason other than Cause ([For Mr. Legere only: including due to non-renewal of the Employment Agreement by notice given by the Company, but] excluding due to the Grantee's death or Disability) or (2) the Grantee has a Separation from Service for Good Reason, then any unearned Restricted Stock Units shall become immediately earned and vested as of the date of such Separation from Service.

(iv) Any other Separation from Service. If the Grantee has a Separation from Service for any reason other than as specified in subparagraphs (i), (ii) or (iii) above, any Restricted Stock Units that were not already earned and vested pursuant to the schedule specified under "Vesting Schedule" in the Notice as of the date of the Separation from Service shall be immediately canceled as of the date of Separation from Service.

(b) Definitions. For purposes of this Agreement, the following terms shall have the following meanings:

"**Cause**" shall be defined as that term is defined in the Grantee's offer letter or other applicable employment agreement; or, if there is no such definition, "Cause" means any one or more of the following: (i) the Grantee's gross neglect or willful material breach of the Grantee's principal employment responsibilities or duties; (ii) a final judicial adjudication that the Grantee is guilty of any felony (other than a law, rule or regulation relating to a traffic violation or other similar offense that has no material adverse affect on the Company or any of its Subsidiaries); (iii) the Grantee's breach of any non-competition or confidentiality covenant between the Grantee and the Company or any Subsidiary; (iv) fraudulent conduct as determined by a court of competent jurisdiction in the course of the Grantee's employment with the Company or any of its Subsidiaries; or (v) the material breach by the Grantee of any other obligation which continues uncured for a period of 30 days after notice thereof by the Company or any of its Subsidiaries.

"**Divestiture**" means a Separation from Service as the result of a divestiture or sale of a business unit as determined by the Grantee's employer based on the personnel records of the Company and its Subsidiaries. [For Mr. Legere only, this definition is omitted in its entirety.]

"**Good Reason**" shall be defined as that term is defined in the Grantee's offer letter or other applicable employment agreement; or, if there is no such definition, "Good Reason" means the occurrence of any of the following events without the Grantee's consent, provided that the Grantee has complied with the Good Reason Process: (i) a material diminution in the Grantee's responsibility, authority or duty; (ii) a material diminution in the Grantee's base salary except for across-the-board salary reductions based on the Company and its Subsidiaries' financial performance similarly affecting all or substantially all management employees of the Company and its Subsidiaries; or (iii) the relocation of the office at which the Grantee was principally employed immediately prior to a Change in Control to a location more than fifty (50) miles from the location of such office, or the Grantee being required to be based anywhere other than such office, except to the extent the Grantee was not previously assigned to a principal location and except for required travel on business to an extent substantially consistent with the Grantee's business travel obligations at the time of the Change in Control.

"**Good Reason Process**" means that (i) the Grantee reasonably determines in good faith that a Good Reason condition has occurred; (ii) the Grantee notifies the Company and its Subsidiaries in writing of the occurrence of the Good Reason condition within 60 days of such occurrence; (iii) the Grantee cooperates in good faith with the Company and its Subsidiaries' efforts, for a period of not less than 30 days following such notice (the "**Cure Period**"), to remedy the condition; (iv) notwithstanding such efforts, the Good Reason condition continues to exist following the Cure Period; and (v) the Grantee has a Separation from Service within 60 days after the end of the Cure Period. If the Company or its Subsidiaries cures the Good Reason condition during the Cure Period, and the Grantee has a Separation from Service due to such condition (notwithstanding its cure), then the Grantee will not be deemed to have had a Separation from Service for Good Reason.

"**Workforce Reduction**" means the Grantee's Separation from Service as a result of a reduction in force, realignment or similar measure as determined by the Grantee's employer and (i) the Grantee is officially notified in writing of such Separation from Service due to a workforce reduction and eligibility for the Company's severance program under which the Grantee is covered, or (ii) if not covered by a Company severance program, the Grantee is notified in writing by an authorized officer of the Company or any Subsidiary that the Separation from Service is as a result of such action. [For Mr. Legere only, this definition is omitted in its entirety.]

TERMS AND CONDITIONS OF RESTRICTED STOCK UNIT AWARD

The Restricted Stock Unit Award (the "**Award**") granted by T-Mobile US, Inc. (the "**Company**") to the Grantee specified in the Notice of Grant of Restricted Stock Unit Award (the "**Notice**") to which these Terms and Conditions of Restricted Stock Unit Award (the "**Terms**") are attached, is subject to the terms and conditions of the Plan, the Notice, and these Terms. The terms and conditions of the Plan are incorporated by reference in their entirety into these Terms. Together, the Notice, all Exhibits to the Notice and these Terms constitute the "**Agreement**." A Prospectus describing the Plan has been delivered to the Grantee. The Plan itself is available upon request. When used in this Agreement, the terms which are defined in the Plan shall have the meanings given to them in the Plan, as modified herein (if applicable). For purposes this Agreement, any reference to the Company shall include a reference to any Affiliate.

1. Grant of Units.

(a) As of the Grant Date set forth in the Notice, the Company grants to the Grantee the number Restricted Stock Units ("**Units**") set forth in the Notice. Each Unit represents the right to receive one share of Stock at a future date after the Unit has become earned and vested, subject to the terms and conditions of this Agreement.

(b) The Units covered by this Award shall become earned and vested in accordance with the schedule set forth in the Notice. Except as otherwise provided by a deferral election pursuant to Section 1(f) below, each earned and vested Unit shall be settled on the date(s) specified in the Notice by issuance of one share of Stock on or as soon as administratively practicable (but no more than 60 days) after the applicable vesting and/or settlement date specified in the Notice, subject to the requirements of (i) Section 4 (Withholding), Section 6 (Regulatory Restrictions on the Shares Issued Upon Settlement), and Section 7(m) (Recovery of Compensation) of this Agreement and (ii) Section 17.9 of the Plan regarding a potential six-month delay in settlement for awards to certain Grantees to the extent determined by the Company to be necessary to comply with Section 409A. If the Grantee elects to defer issuance of shares of Stock in settlement of earned and vested Units pursuant to Section 1(f) below, each earned and vested Unit shall be settled in accordance with such deferral.

(c) Units constitute an unfunded and unsecured obligation of the Company. The Grantee shall not have any rights of a stockholder of the Company with respect to the shares of Stock underlying the Units unless and until the Units become earned and vested and are settled by the issuance of shares of Stock. Upon issuance of shares of Stock in connection with the settlement of vested Units, the Grantee shall be the record owner of the shares of Stock unless and until such shares are sold or otherwise disposed of, and as record owner shall be entitled to all rights of a stockholder of the Company (including voting rights).

(d) The Grantee may designate a beneficiary to receive payment in connection with the Units in the event of the Grantee's death in accordance with the Company's beneficiary designation procedures, as in effect from time to time. If the Grantee does not designate a beneficiary, or if the Grantee's designated beneficiary does not survive the Grantee, then the Grantee's beneficiary will be the Grantee's estate.

(e) The Units shall not entitle the Grantee to receive any dividend equivalents with respect to any cash dividend that is otherwise paid with respect to shares of the Stock.

(f) Subject to Section 17.9 of the Plan, the Grantee may elect to defer delivery of the shares of Stock that otherwise would be due by virtue of the satisfaction of the requirements for distribution of the shares of Stock under the Award in accordance with the terms and conditions set forth in the Company's Non-Qualified Deferred Compensation Plan (as amended and restated effective as of January 1, 2014 and as may be further amended from time to time) , any successor plan or any other deferred compensation arrangement.

2. Restrictions. Subject to any exceptions set forth in this Agreement, until such time as the Units become earned and vested and are settled in shares of Stock in accordance with Section 1, the Units or the rights relating thereto may not be assigned, alienated, pledged, attached, sold or otherwise transferred or encumbered by the Grantee. Any attempt to assign, alienate, pledge, attach, sell or otherwise transfer or encumber the Units or the rights relating thereto shall be wholly ineffective and, if any such attempt is made, the Units will be forfeited by the Grantee and all of the Grantee's rights to such Units shall immediately terminate without any payment of consideration by the Company.

3. Cancellation of Rights. If any portion of the Units fail to become earned and vested (for example, because the Grantee fails to satisfy the vesting conditions specified in the Notice prior to a Separation from Service), then such Units shall be immediately forfeited as of the date of such failure and all of the Grantee's rights to such Units shall immediately terminate without any payment of consideration by the Company.

4. Withholding.

(a) Regardless of any action the Company takes with respect to any or all income tax, payroll tax or other tax-related withholding ("**Tax-Related Items**"), the Grantee acknowledges that the ultimate liability for all Tax-Related Items owed by the Grantee is and remains the Grantee's responsibility and that the Company (i) makes no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Award, including the grant or vesting of the Units or the subsequent sale of shares of Stock acquired upon vesting; and (ii) does not commit to structure the terms of the grant or any aspect of the Award to reduce or eliminate the Grantee's liability for Tax-Related Items.

(b) Prior to vesting of the Units, the Grantee shall pay or make adequate arrangements satisfactory to the Company to satisfy all withholding obligations of the Company. In this regard, the Grantee authorizes the Company to withhold all applicable Tax-Related Items legally payable by the Grantee from the Grantee's wages or other cash compensation paid to the Grantee by the Company or from proceeds of the sale of the shares of Stock. Alternatively, or in addition, to the extent permissible under applicable law, the Company may (i) sell or arrange for the sale of shares of Stock that the Grantee acquires to meet the withholding obligation for Tax-Related Items, and/or (ii) withhold in shares of Stock, provided that the Company only withholds the amount of shares of Stock necessary to satisfy the minimum withholding amount. Finally, the Grantee shall pay to the Company any amount of Tax-Related Items that the Company may be required to withhold as a result of the Grantee's participation in the Plan that cannot be satisfied by the means

previously described. The Company may refuse to issue and deliver shares of Stock in payment of any earned and vested Units if the Grantee fails to comply with the Grantee's obligations in connection with the Tax-Related Items as described in this Section 4.

5. Grantee Representations. The Grantee hereby represents to the Company that the Grantee has read and fully understands the provisions of this Agreement, the Prospectus and the Plan, and the Grantee's decision to participate in the Plan is completely voluntary. Further, the Grantee acknowledges that the Grantee is relying solely on his or her own advisors with respect to the tax consequences of this Award.

6. Regulatory Restrictions on the Shares Issued Upon Settlement. Notwithstanding the other provisions of this Agreement, the Committee shall have the sole discretion to impose such conditions, restrictions and limitations on the issuance of shares of Stock with respect to this Award unless and until the Committee determines that such issuance complies with (i) any applicable registration requirements under the Securities Act or the Committee has determined that an exemption therefrom is available, (ii) any applicable listing requirement of any stock exchange on which the Stock is listed, (iii) any applicable Company policy or administrative rules, and (iv) any other applicable provision of state, federal or foreign law, including foreign securities laws where applicable.

7. Miscellaneous.

(a) Notices. Any notice which either party hereto may be required or permitted to give to the other shall be in writing and may be delivered personally, by intraoffice mail, by fax, by electronic mail or other electronic means, or via a postal service, postage prepaid, to such electronic mail or postal address and directed to such person as the Company may notify the Grantee from time to time; and to the Grantee at the Grantee's electronic mail or postal address as shown on the records of the Company from time to time, or at such other electronic mail or postal address as the Grantee, by notice to the Company, may designate in writing from time to time.

(b) Waiver. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other or subsequent breach.

(c) Entire Agreement. This Agreement and the Plan constitute the entire agreement between the parties with respect to the subject matter hereof. Any prior agreements, commitments or negotiations concerning the Award are superseded [For Mr. Legere only: , including without limitation, any provisions of the Employment Agreement that would otherwise apply to the Award. In that regard, you acknowledge and agree that this Award, together with the performance-vesting Restricted Stock Unit award made to you as of the date hereof and the outstanding cash-based awards made to you under the legacy T-Mobile LTIP as currently in effect, satisfy the Company's obligations regarding LTIP awards under Section 3(c) of the Employment Agreement through 2014].

(d) Binding Effect; Successors. This Agreement shall inure to the benefit of and be binding upon the parties hereto and to the extent not prohibited herein, their respective heirs, successors, assigns and representatives. Nothing in this Agreement, express or implied, is intended to confer on any person other than the parties hereto and as provided above, their

respective heirs, successors, assigns and representatives any rights, remedies, obligations or liabilities.

(e) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the principles of conflicts of law, and applicable Federal law.

(f) Arbitration. The Company and the Grantee shall make a good faith attempt to resolve any and all claims and disputes regarding the Award or the Agreement in accordance with any dispute resolution adopted by the Company before resorting to any other dispute resolution procedure. If the claim or dispute is not resolved in that manner and involves any rights or obligations under the Agreement, then the claim or dispute will be determined by arbitration in accordance with the then-current American Arbitration Association ("AAA") national rules for the resolution of employment disputes by arbitration, except as modified herein. The arbitration will be conducted by a sole neutral arbitrator who has had both training and experience as an arbitrator of employee compensation matters. If the Company and the Grantee cannot agree on an arbitrator, then the arbitrator will be selected by the AAA applying the criteria in this provision. Reasonable discovery will be permitted and the arbitrator may decide any issue as to discovery. The arbitrator may decide any issue as to whether or as to the extent to which, any dispute is subject to the dispute resolution provisions of this Section 7(f). The arbitrator may award only relief at law contemplated under the Agreement and the Plan and the arbitrator may not award incidental, consequential or punitive damages, attorney's fees or any form or equitable relief, to either party. The arbitrator must base the arbitration award on the provisions of this Section 7(f) and applicable law and must render the award in writing, including an explanation of the reasons for the award. Judgment upon the award may be entered by any court having jurisdiction of the matter, and the decision of the arbitrator will be final and binding. The statute of limitations applicable to the commencement of a lawsuit will apply to the commencement of an arbitration. The arbitrator's fees will be paid in equal portions by the Company and the Grantee, unless the Company agrees to pay all such fees.

(g) Venue. Any arbitration, legal or equitable action or any proceeding arising directly, indirectly, or otherwise in connection with, out of, related to or from the Agreement, or any provision hereof, shall exclusively be filed and adjudicated in King County, Washington and no other venue.

(h) Headings. The headings contained herein are for the sole purpose of convenience of reference, and shall not in any way limit or affect the meaning or interpretation of any of the terms or provisions of this Agreement.

(i) Conflicts; Amendment. The provisions of the Plan are incorporated in this Agreement in their entirety. In the event of any conflict between the provisions of this Agreement and the Plan, the provisions of the Plan shall control. This Agreement may be amended at any time by the Committee**,** provided that no amendment may, without the consent of the Grantee, materially impair the Grantee's rights with respect to the Award. The Committee shall have full authority and discretion, subject only to the terms of the Plan, to decide all matters relating to the administration or interpretation of the Plan, the Award, and the Agreement, and all such action by the Committee shall be final, conclusive, and binding upon the Company and the Grantee.

(j) No Right to Continued Employment. Nothing in this Agreement shall confer upon the Grantee any right to continue in the employ or service of the Company or affect the right of the Company to terminate the Grantee's employment or service at any time.

(k) Further Assurances. The Grantee agrees, upon demand of the Company or the Committee, to do all acts and execute, deliver and perform all additional documents, instruments and agreements which may be reasonably required by the Company or the Committee, as the case may be, to implement the provisions and purposes of this Agreement and the Plan.

(l) Personal Data. By accepting the Award under this Agreement, the Grantee hereby consents to the Company's use, dissemination and disclosure of any information pertaining to the Grantee that the Company determines to be necessary or desirable for the implementation, administration and management of the Plan.

(m) Recovery of Compensation. In accordance with Section 3.3 of the Plan, the Award is subject to the requirements of (i) Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (regarding recovery of erroneously awarded compensation) and any implementing rules and regulations thereunder, (ii) any policies adopted by the Company to implement such requirements, and (iii) any other compensation recovery policies as may be adopted from time to time by the Company, all to the extent determined by the Committee in its discretion to be applicable to the Grantee.

(n) Restrictive Covenants. The Grantee has previously entered into a Restrictive Covenant and Confidentiality Agreement (or similarly titled document) ("**Restrictive Covenant Agreement**"). The vesting and receipt of benefits under this Award is specifically conditioned on the Grantee's compliance with the Restrictive Covenant Agreement. To the extent allowed by and consistent with applicable law and any applicable limitations period, if it is determined at any time that the Grantee has materially breached the Restrictive Covenant Agreement, the Company will be entitled to (i) cause any unvested portion of the Award to be immediately canceled without any payment of consideration by the Company and (ii) recover from the Grantee in its sole discretion some or all of the shares of Stock (or proceeds received by the Grantee from such shares of Stock) paid to the Grantee pursuant to this Agreement. The Grantee recognizes that if the Grantee materially breaches the Restrictive Covenant Agreement, the losses to the Company and/or its Subsidiaries may amount to the full value of any shares of Stock paid to the Grantee pursuant to this Agreement.

Exhibit 10.54

EXECUTION COPY

FOURTH AMENDMENT
TO THE
MASTER RECEIVABLES PURCHASE AGREEMENT

THIS FOURTH AMENDMENT TO THE MASTER RECEIVABLES PURCHASE AGREEMENT, dated as of November 28, 2014 (this "**Amendment**"), is entered into by and among T-MOBILE AIRTIME FUNDING LLC, a Delaware limited liability company, as funding seller (the "**Funding Seller**"), BILLING GATE ONE LLC, a Delaware limited liability company, as purchaser (the "**Purchaser**"), LANDESBANK HESSEN-THÜRINGEN GIROZENTRALE, a public law corporation incorporated under the laws of Germany, as bank purchasing agent and a bank purchaser (the "**Bank Purchasing Agent**"), T-MOBILE PCS HOLDINGS LLC, a Delaware limited liability company, as servicer (the "**Servicer**"), and T-MOBILE US, INC., a Delaware corporation, as performance guarantor (the "**Performance Guarantor**" or "**TMUS**"). Capitalized terms used and not otherwise defined herein are used as defined in the Agreement (as defined below).

WHEREAS, the Funding Seller, the Purchaser, the Bank Purchasing Agent, the Servicer and the Performance Guarantor are parties to that certain Master Receivables Purchase Agreement, dated as of February 26, 2014, as amended by that certain Omnibus Amendment to the Master Receivables Purchase Agreement and Fee Letter, dated as of April 11, 2014, that certain Second Amendment to the Master Receivables Purchase Agreement, dated as of June 12, 2014, and that certain Third Amendment to the Master Receivables Purchase Agreement, dated as of September 29, 2014 (collectively, the "**Agreement**"); and

WHEREAS, the parties hereto desire to amend the Agreement in certain respects as provided herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Amendments to Section 1.1. Effective as of the date hereof, Section 1.1 of the Agreement shall be amended as follows:

A. The respective definitions therein of the terms "Excess Level 3 Amount" and "Excess Level 3 Excess Amount" shall be deleted and replaced with the following definitions:

"**Excess Level 3A Amount**" has the meaning specified in Section 5.3(b)(v).

"**Excess Level 3A Excess Amount**" has the meaning specified in Section 5.3(c)(v).

B. The definition therein of the term "Funding Limit" shall be amended and restated in its entirety to read as follows:

"**Funding Limit**" means:

(A) as of the Closing Date, $500,000,000; and

(B) on and after the occurrence of the Amendment Effective Date, $640,000,000;

as the same may be increased pursuant to Section 2.13 or decreased pursuant to Section 2.14.

C. The definition therein of the term "KfW Guarantee" shall be deleted and replaced with the following definitions:

"**KfW Guarantees**" means, collectively, the KfW First Amended and Restated Level 3 Guarantee and the KfW Level 3A Guarantee.

"**KfW First Amended and Restated Level 3 Guarantee**" means that certain guarantee provided by KfW to the Bank Purchasers on March 3, 2014, as amended and restated on the Amendment Effective Date and as may be further amended, supplemented or otherwise modified from time to time.

"**KfW Level 3A Guarantee**" means that certain guarantee provided by KfW to the Bank Purchasers on the Amendment Effective Date, as the same may be amended, supplemented or otherwise modified from time to time.

D. The definition therein of the term "Maximum Sales Amount Increase Date" shall be amended and restated in its entirety to read as follows:

"**Maximum Sales Amount Increase Date**" means the Amendment Effective Date.

E. The definition therein of the term "Transaction Documents" shall be amended by replacing the term "KfW Guarantee" with the term "KfW Guarantees".

F. The following definitions shall be added thereto in the appropriate alphabetical order:

"**Amendment Effective Date**" means November 30, 2014.

"**Commingling Loss**" has the meaning set forth in Section 5.6.

"**Designated November 2014 Receivable**" means a receivable originated by either of the November 2014 Joining Originators in November 2014 on or before the Amendment Effective Date.

"**Level 3A Maximum Amount**" means, for any Settlement Date, the following amount, as may be adjusted from time to time in accordance with the terms hereof: (a) $40,000,000 minus (b) the sum of the amounts by which the Level 3A Maximum Amount was required to be reduced (whether or not such amounts were actually paid) pursuant to Section 5.3(b)(iv) and Section 5.3(c)(iv) on all prior Settlement Dates plus (c) the aggregate amount of all Recoveries paid to the Funding Seller and the Purchaser pursuant to Section 5.4(iii) on such Settlement Date and all prior Settlement Dates.

"**November 2014 Joining Originators**" means the November 2014 Joining Sellers, as such term is defined in the Conveyancing Agreement.

G. Clauses (v) and (vi) of the definition therein of the term "Level 4 Reserve Percentage" shall be amended and restated in their entirety to read as follows:

(v) with respect to the December 2014 Settlement Date, (A) as it relates to the Collection Period Batch for the August 2014 Collection Period, 3.86%, and (B) as it relates to the Collection Period Batches for the September 2014 Collection Period, the October 2014 Collection Period and the November 2014 Collection Period, 4.21%, and (vi) with respect to the January 2015 Settlement Date and all subsequent Settlement Dates thereafter, 4.21**%**

H. The definition therein of the term "Originator" shall be amended and restated in its entirety to read as follows:

"**Originator**" means each of the parties to the Conveyancing Agreement as "Sellers" thereunder (as such term is defined therein) from time to time.

I. The definition therein of the term "Purchased Receivables" shall be amended by adding the following sentence at the end thereof:

For the avoidance of doubt, on and after the Amendment Effective Date, the term "Purchased Receivable" shall be interpreted to include any and all Designated November 2014 Receivables deemed to have been sold, transferred, assigned, set over or otherwise conveyed to the Purchaser pursuant to Section 2.1(b), as amended as of the Amendment Effective Date.

SECTION 2. Amendment to Section 2.1(b). Effective as of the date hereof, Section 2.1(b) of the Agreement shall be amended and restated as follows:

(b) Except as provided in the immediately succeeding sentence, after the Closing Date, on each Business Day prior to the Facility Termination Date, all of the Funding Seller's right, title and interest in and to all newly created Receivables and associated Related Rights that the Funding Seller, immediately prior to the sales contemplated hereunder, acquires from the Initial Purchaser on each such Business Day pursuant to the terms of the Contribution Agreement, shall be, and hereby are, sold, transferred, assigned, set over and otherwise conveyed to the Purchaser without any further action by the Funding Seller or any other Person. Notwithstanding any of the foregoing, on the Amendment Effective Date and solely with respect to Designated November 2014 Receivables and associated Related Rights, all of the Funding Seller's right, title and interest in and to such Designated November 2014 Receivables and associated Related Rights that the Funding Seller, immediately prior to the sales contemplated hereunder, acquires from the Initial Purchaser on the Amendment Effective Date pursuant to the terms of the Contribution Agreement, shall be, and hereby are, sold, transferred, assigned, set over and otherwise conveyed to the Purchaser without any further action by the Funding Seller or any other Person; and, in connection with the foregoing, the parties hereto, for all purposes, shall account for each Designated November 2014 Receivable as if it had been sold by the applicable November 2014 Joining Originator (and further conveyed to the Purchaser pursuant to the Transaction Documents) on the date it was originated.

SECTION 3. Amendment to Section 2.8. Effective as of the date hereof, Section 2.8 of the Agreement shall be amended by renumbering subsections (b) and (c) thereof as subsections (c) and (d), respectively, and inserting the following text as new subsection (b):

(b) On or before the Amendment Effective Date, the Funding Seller shall cause to be filed, with respect to each November 2014 Joining Originator, with the Secretary of State of the state in which such November 2014 Joining Originator is organized or otherwise "located" for purposes of the UCC:

(i) a UCC financing statement naming such November 2014 Joining Originator as debtor and the Initial Purchaser as secured party;

(ii) a UCC financing statement amendment assigning such financing statement to the Funding Seller;

(iii) a UCC financing statement amendment assigning such amended financing statement to the Purchaser; and

(iv) a UCC financing statement amendment assigning such amended financing statement to the Bank Purchasing Agent;

in each case as may be necessary or desirable under the UCC in order to perfect the respective interests of the Purchaser and the Bank Purchasing

Agent in the Receivables sold, or purported to be sold, by the Funding Seller to the Purchaser hereunder.

SECTION 4. Amendments respecting Section 5.3(b). Effective as of the date hereof, Section 5.3(b) of the Agreement shall be amended as follows:

A. Clauses (iv) and (v) thereof shall be renumbered as clauses (v) and (vi), respectively, thereof and the following text shall be inserted as new clause (iv) thereof:

(iv) FOURTH, until the Level 3A Maximum Amount is reduced to zero: (A) the Funding Seller shall deposit to the Collection Account (for application pursuant to Section 2.7 on such date) an amount equal to the amount by which the Immediate Write-Off Amount for such Settlement Date exceeds the sum of the amount to be borne by the Funding Seller pursuant to clause FIRST above, the amount deposited by the Purchaser pursuant to clause SECOND above, the amount deposited by the Funding Seller pursuant to subclause (A) of clause THIRD above, and the amount deposited by the Purchaser pursuant to subclause (B) of clause THIRD above; and (B) upon the making of such payment, the Level 3A Maximum Amount shall be reduced by an amount equal to the sum of the deposit made pursuant to subclause (A) of this clause FOURTH on such Settlement Date;

B. After giving effect to the renumbering effected pursuant to the preceding clause of this Amendment, clauses (v) and (vi) of Section 5.3(b) of the Agreement shall be amended and restated in their entirety to read as follows:

(v) FIFTH, if the Immediate Write-Off Amount for such Settlement Date shall be greater than the aggregate amount of the allocations made pursuant to clauses FIRST, SECOND, THIRD and FOURTH of this Section 5.3(b) on such Settlement Date (the "**Excess Level 3A Amount**"), the Servicer shall deposit Collections in the Collection Account in an amount equal to the lesser of the (A) the Level 4 Reserve Amount and (B) the Excess Level 3A Amount, and the Level 4 Reserve Amount shall be reduced by the amount of such deposit on such Settlement Date; and

(vi) SIXTH, if the Immediate Write-Off Amount for such Settlement Date shall be greater than the aggregate amount of the allocations made pursuant to clauses FIRST, SECOND, THIRD, FOURTH and FIFTH of this Section 5.3(b) on such Settlement Date, the Purchaser shall then reduce the Funded Amount by the amount of such excess.

C. The definition of the term "Level 4 Reserve Amount" in Section 1.1 of the Agreement and each of Sections 2.7(b)(vii), 5.4(i) and 5.4(ii) of the Agreement shall be amended by replacing each reference therein to Section 5.3(b)(v) with a reference to Section 5.3(b)(vi) and each reference therein to Section 5.3(b)(iv) with a reference to Section 5.3(b)(v).

SECTION 5. Amendments respecting Section 5.3(c). Effective as of the date hereof, Section 5.3(c) of the Agreement shall be amended as follows:

A. Clauses (iv) and (v) thereof shall be renumbered as clauses (v) and (vi), respectively, thereof and the following text shall be inserted as new clause (iv) thereof:

> (iv) FOURTH, until the Level 3A Maximum Amount is reduced to zero and taking into account any reduction of the Level 3A Maximum Amount made on such Settlement Date pursuant to clause FOURTH of Section 5.3(b) above: (A) the Funding Seller shall bear losses in an amount equal to the amount by which the Aged Receivables Write-Off Amount for such Settlement Date exceeds the sum of the amount to be borne by the Funding Seller pursuant to clause FIRST above, the amount deposited by the Purchaser pursuant to clause SECOND above, the amount deposited by the Purchaser pursuant to subclause (A) of clause THIRD above, and the amount to be borne by the Funding Seller pursuant to subclause (B) of clause THIRD above; it being understood (for the avoidance of doubt) that no payment by the Funding Seller shall be required to give effect to the allocation of Write-Offs to the Funding Seller pursuant to this clause FOURTH; and (B) the Level 3A Maximum Amount shall be reduced by an amount equal to the amount of losses borne by the Funding Seller pursuant to this clause FOURTH;

B. After giving effect to the renumbering effected pursuant to the preceding clause of this Amendment, clauses (v) and (vi) of Section 5.3(c) of the Agreement shall be amended and restated in their entirety to read as follows:

> (v) FIFTH, until the Level 4 Reserve Amount is reduced to zero and taking into account any reduction of the Level 4 Reserve Amount made on such Settlement Date pursuant to clause FIFTH of Section 5.3(b) above, if the Aged Receivables Write-Off Amount for such Settlement Date shall be greater than the aggregate amount of the allocations made pursuant to clauses FIRST, SECOND, THIRD and FOURTH of this Section 5.3(c) on such Settlement Date (the "**Excess Level 3A Excess Amount**"), the Servicer shall deposit Collections in the Collection Account in an amount equal to the lesser of the (A) the Level 4 Reserve Amount and (B) the Excess Level 3A Excess Amount, and the

Level 4 Reserve Amount shall be reduced by the amount of such deposit on such Settlement Date; and

(vi) SIXTH, the Purchaser shall pay directly to the Funding Seller an amount equal to the excess, if any, of the Aged Receivables Write-Off Amount for such Settlement Date over the aggregate amount of the allocations made pursuant to clauses FIRST, SECOND, THIRD, FOURTH and FIFTH of this Section 5.3(c) on such Settlement Date.

C. The definition of the term "Level 4 Reserve Amount" in Section 1.1 of the Agreement and each of Sections 5.4(i) and 5.4(ii) of the Agreement shall be amended by replacing each reference therein to Section 5.3(c)(v) with a reference to Section 5.3(c)(vi) and each reference therein to Section 5.3(c)(iv) with a reference to Section 5.3(c)(v).

SECTION 6. Further Amendments to Section 5.4. Effective as of the date hereof, Section 5.4 of the Agreement shall be amended as follows:

A. Clauses (iii), (iv) and (v) thereof shall be renumbered as clauses (iv), (v) and (vi), respectively, thereof and the following text shall be inserted as new clause (iii) thereof:

(iii) THIRD, to the Funding Seller, up to the aggregate of the amounts, if any, payable by the Funding Seller pursuant to Sections 5.3(b)(iv) and 5.3(c)(iv) with respect to any Batch on such Settlement Date and all prior Settlement Dates, whereupon the Level 3A Maximum Amount shall be increased by the aggregate amount so paid to the Funding Seller;

B. After giving effect to the renumbering effected pursuant to the preceding clause of this Amendment, clauses (iv) and (v) of Section 5.4 of the Agreement shall be amended and restated in their entirety to read as follows:

(iv) FOURTH, ratably and *pari passu*, (A) 85% to the Funding Seller and (B) 15% to the Purchaser up to the aggregate of the amounts, if any, payable by the Funding Seller and the Purchaser pursuant to Sections 5.3(b)(iii) and 5.3(c)(iii) with respect to any Batch on such Settlement Date and all prior Settlement Dates, whereupon the Level 3 Maximum Amount shall be increased by the aggregate amount so paid to the Purchaser and the Funding Seller;

(v) FIFTH, to the Purchaser, up to the aggregate of (A) the amounts, if any, by which the Discount Ledger Balance was required to be reduced pursuant to Section 5.3(b)(ii) and (B) the amounts, if any, payable by the Purchaser to the Funding Seller pursuant to Section 5.3(c)(ii), if any, with respect to any Batch on

such Settlement Date and all prior Settlement Dates, whereupon the Bank Purchasing Agent shall be obligated to increase the Discount Ledger Balance by the amount so paid to the Purchaser); and

C. The definition of the term "Level 3 Maximum Amount" in Section 1.1 of the Agreement shall be amended by replacing the reference therein to Section 5.4(iii) with a reference to Section 5.4(iv).

SECTION 7. Amendment to Section 5.5(c). Effective as of the date hereof, Section 5.5(c) of the Agreement shall be amended and restated in its entirety to read as follows:

(c) The Funding Seller may, no more frequently than twice per calendar year, submit a written request to the Bank Purchasing Agent, requesting a change in the Discount Rate, the Maximum Mandatory Repurchase Percentage, the Level 3 Maximum Amount, the Level 3A Maximum Amount or the Level 4 Reserve Percentage, or any combination thereof, in order to adjust for changes in the credit quality of the Purchased Receivables and the history and magnitude of write-offs made with respect thereto; provided, however, that (A) any such changes shall be effective as of the first day of a Collection Period and shall be prospective only, and (B) no such changes shall cause the total credit support available to cover losses in accordance with Sections 5.3(b)(i)-(v) and 5.3(c)(i)-(v) (without taking into account the Discount Ledger Balance) to be less protective than such total credit support immediately prior to giving effect to the requested changes, (C) as a condition to any increase in the Level 3 Maximum Amount to an amount in excess of $50,000,000, the Funding Seller shall provide collateral in an amount no less than 85% of such excess in form and substance, and subject to documentation in form and substance, satisfactory to the Bank Purchasing Agent, in order to secure the Funding Seller's obligations under Sections 5.6(a)(i) and 5.6(a)(iii), and (D) as a condition to any increase in the Level 3A Maximum Amount to an amount in excess of $40,000,000, the Funding Seller shall provide collateral in an amount no less than 100% of such excess in form and substance, and subject to documentation in form and substance, satisfactory to the Bank Purchasing Agent, in order to secure the Funding Seller's obligations under Sections 5.6(a)(ii) and 5.6(a)(iii). Any such requested change shall be accepted or rejected by the Bank Purchasing Agent within 5 Business Days following the Reporting Date that next follows the receipt of such request. For the avoidance of doubt, the prospective changes to the Discount Rate and Level 4 Reserve Percentage that may occur pursuant to Sections 5.5(a) and 5.5(b) shall not constitute or trigger changes to such rates pursuant to this Section 5.5(c).

SECTION 8. Amendment to Section 5.6. Effective as of the date hereof, Section 5.6 of the Agreement shall be amended and restated in its entirety to read as follows:

5.6 KfW Guarantees.

(a) The parties hereto acknowledge and agree that the Bank Purchasing Agent shall be entitled to make a demand on behalf of the Bank Purchasers under the KfW Guarantees under the following circumstances and in the following amounts.

(i) If, on any Settlement Date, the Funding Seller fails to make all or any portion of the deposit to the Collection Account that was required to be made by it pursuant to Section 5.3(b)(iii), then, on or after such Settlement Date, the Bank Purchasing Agent shall be permitted to make a draw under the KfW First Amended and Restated Level 3 Guarantee, to the extent that there shall be availability thereunder, in an amount equal to the amount that the Funding Seller shall have failed to so deposit to the Collection Account.

(ii) If, on any Settlement Date, the Funding Seller fails to make all or any portion of the deposit to the Collection Account that was required to be made by it pursuant to Section 5.3(b)(iv), then, on or after such Settlement Date, the Bank Purchasing Agent shall be permitted to make a draw under the KfW Level 3A Guarantee, to the extent that there shall be availability thereunder, in an amount equal to the amount that the Funding Seller shall have failed to so deposit to the Collection Account.

(iii) If, on any Settlement Date, (I) the Servicer shall fail to deposit any of the Collections into the Collection Account, as required under this Agreement, and such Collections shall have been commingled with other funds of the Servicer or any other member of the T-Mobile Group and (II) as a direct result of such failure and commingling, such Collections are not readily identifiable and any of the Bank Purchasers suffers a loss (any such loss is referred to herein as a "**Commingling Loss**"), then, on or after such Settlement Date:

(A) the Bank Purchasing Agent shall be permitted to make a draw under one or both of the KfW Guarantees (in accordance with subparagraph (B) below) in an amount equal to the excess of:

(x) the sum of the amounts that the Funding Seller would have been required to deposit to the Collection Account pursuant to Sections 5.3(b)(iii) and 5.3(b)(iv) if the Commingling Loss for such Settlement Date had been added to and included in the

determination of the Immediate Write-Off Amount for such Settlement Date; over

(y) the sum of the amounts that the Funding Seller was actually required to deposit to the Collection Account pursuant to Sections 5.3(b)(iii) and 5.3(b)(iv) on such Settlement Date; and

(B) unless otherwise directed by the Bank Purchasing Agent, such draw shall be made, first, under the KfW Level 3A Guarantee to the extent that there shall be availability thereunder and, second, under the KfW First Amended and Restated Level 3 Guarantee to the extent that there shall be availability thereunder.

For the avoidance of doubt, a draw permitted to be made under any of the foregoing clauses (i) through (iii) shall be in addition to, and shall not be an alternative to, a draw permitted to be made under any other such clause.

(b) The Bank Purchasing Agent shall specify in the related demand notice provided to KfW under the applicable KfW Guarantee the amount of the proceeds thereof that shall be due to each Bank Purchaser and shall provide a copy of such demand notice to the Purchaser.

The provisions of this Section 5.6 shall not be construed to limit in any way the provisions of the KfW Guarantees themselves.

SECTION 9. Amendment to Section 11.4(s). Effective as of the date hereof, Section 11.4(s) of the Agreement shall be amended by replacing the phrase “the KfW Guarantee” with the phrase “either of the KfW Guarantees”.

SECTION 10. Amendment to Section 11.4(u). Effective as of the date hereof, clause (ii) of Section 11.4(u) of the Agreement shall be amended and restated in its entirety to read as follows:

(ii) the sum of (A) the Mandatory Repurchase Reserve for all Batches on such Settlement Date, (B) the product of the Discount Rate and the Settlement Date Receivables Balance, (C) the Level 3 Maximum Amount on such Settlement Date, (D) the Level 3A Maximum Amount on such Settlement Date, (E) the Level 4 Reserve Amount for such Settlement Date and (F) the Discount Ledger Balance for such Settlement Date;

SECTION 11. Amendment to Section 20. Effective as of the date hereof, Section 20 of the Agreement shall be amended by replacing the heading “TERMINATION OF KFW

GUARANTEE" with the heading "TERMINATION OF KFW GUARANTEES**"** and by replacing the phrase "the KfW Guarantee" with the phrase "either of the KfW Guarantees".

SECTION 12. Amendment as to Anti-Corruption and Sanctions. Effective as of the date hereof, the following text shall be inserted in the Agreement as new Article 27:

27. ANTI-CORRUPTION; SANCTIONS

27.1 Definitions. In this Article 27:

"**Anti-Corruption Laws**" means all United States laws, rules, and regulations applicable to the Funding Seller or its Subsidiaries or any T-Mobile Party or its Subsidiaries from time to time concerning or relating to bribery or corruption, including, without limitation, the Foreign Corrupt Practices Act of 1977, as amended, and any economic sanctions regulations administered and enforced by OFAC or the U.S. Department of State.

"**OFAC**" means the Office of Foreign Assets Control of the United States Department of Treasury.

"**Sanctioned Country**" means, at any time, a country or territory which is the subject or target of any Sanctions, including, without limitation, as of the Amendment Effective Date, Cuba, Burma (Myanmar), Iran, North Korea, Sudan and Syria.

"**Sanctioned Person**" means, at any time, any Person currently the subject or the target of any Sanctions, including any Person listed in any Sanctions-related list of designated Persons maintained by OFAC or the U.S. Department of State.

"**Sanctions**" means economic, financial or other sanctions or trade embargoes imposed, administered or enforced from time to time by the U.S. government, including those administered by OFAC or the U.S. Department of State.

"**T-Mobile Party**" means any member of the T-Mobile Group, other than the Funding Seller, that is a party to any of the Transaction Documents.

27.2 Representation of Performance Guarantor as to T-Mobile Parties. The Performance Guarantor hereby represents and warrants to each of the Purchasing Entities that, as of the Amendment Effective Date and each Purchase Date thereafter:

(a) policies and procedures have been implemented and maintained by or on behalf of each T-Mobile Party that are designed to achieve compliance by it and its Subsidiaries, directors, officers, and employees with Anti-Corruption Laws and applicable Sanctions, and each T-Mobile

Party, its Subsidiaries and their respective officers and employees and, to the best knowledge of such T-Mobile Party, its Affiliates, officers, employees, and directors acting in any capacity in connection with or directly benefiting from the purchase facility established hereby, are in compliance with Anti-Corruption Laws and applicable Sanctions, in each case in all material respects;

(b) no T-Mobile Party nor any of their respective Subsidiaries or, to the knowledge of such T-Mobile Party, any of its Affiliates, directors, officers, or employees, that will act in any capacity in connection with or directly benefit from the purchase facility established hereby, is a Sanctioned Person; and

(c) no T-Mobile Party nor any of their respective Subsidiaries is organized or resident in a Sanctioned Country.

27.3 Affirmative Covenant of Performance Guarantor as to T-Mobile Parties. The Performance Guarantor shall cause policies and procedures to be maintained and enforced by or on behalf of each T-Mobile Party that are designed in good faith and in a commercially reasonable manner to promote and achieve compliance, in such T-Mobile Party's reasonable judgment, by it and each of its Subsidiaries and their respective directors, officers, and employees with Anti-Corruption Laws and applicable Sanctions. The Performance Guarantor shall ensure that no proceeds of the sale of any Purchased Receivable by any T-Mobile Party are used in a manner that causes such T-Mobile Party to violate Anti-Corruption Laws or results in the violation of any Sanctions that are applicable to such T-Mobile Party.

27.4 Negative Covenant of Performance Guarantor as to T-Mobile Parties. The Performance Guarantor shall cause each of the T-Mobile Parties, their respective Subsidiaries and its and their respective directors, officers and employees not to use the proceeds of the sale of any Purchased Receivable (A) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Laws, or (B) for the purpose of funding or financing any activities, business or transaction of or with any Sanctioned Person, or in any Sanctioned Country, in each case to the extent that doing so would result in the violation of any Sanctions that are applicable to such T-Mobile Party.

27.5 Representation of Funding Seller. The Funding Seller hereby represents and warrants to each of the Purchasing Entities that, as of the Amendment Effective Date and each Purchase Date thereafter:

(a) policies and procedures have been implemented and maintained by the Funding Seller or on its behalf that are designed to achieve compliance by it and its Subsidiaries, directors, officers, and employees with Anti-Corruption Laws and applicable Sanctions, and the Funding Seller, its

Subsidiaries and their respective officers and employees and, to the best knowledge of the Funding Seller, its Affiliates, officers, employees, and directors acting in any capacity in connection with or directly benefiting from the purchase facility established hereby, are in compliance with Anti-Corruption Laws and applicable Sanctions, in each case in all material respects;

(b) neither the Funding Seller nor any of its Subsidiaries or, to the knowledge of the Funding Seller, any of its Affiliates, directors, officers, or employees, that will act in any capacity in connection with or directly benefit from the purchase facility established hereby, is a Sanctioned Person; and

(c) neither the Funding Seller nor any of its Subsidiaries is organized or resident in a Sanctioned Country.

27.6 Affirmative Covenant of Funding Seller. Policies and procedures shall be maintained and enforced by or on behalf of the Funding Seller that are designed in good faith and in a commercially reasonable manner to promote and achieve compliance, in its reasonable judgment, by it and each of its Subsidiaries and their respective directors, officers, and employees with Anti-Corruption Laws and applicable Sanctions. No proceeds of the sale of any Purchased Receivable by the Funding Seller shall be used in a manner that causes it to violate Anti-Corruption Laws or results in the violation of any Sanctions that are applicable to it.

27.7 Negative Covenant of Funding Seller. The Funding Seller shall not use, and shall cause its Subsidiaries and its and their respective directors, officers and employees not to use, the proceeds of the sale of any Purchased Receivable (A) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Laws, or (B) for the purpose of funding or financing any activities, business or transaction of or with any Sanctioned Person, or in any Sanctioned Country, in each case to the extent that doing so would result in the violation of any Sanctions that are applicable to the Funding Seller.

SECTION 13. Amendments to Annex 3.

A. Effective as of the date hereof, the Maximum Percentage set forth opposite the reference to each of the following states in the table in clause (dd) of Annex 3 of the Agreement shall be amended as follows:

State	Maximum Percentage
MS	0.50%
KY	1.50%
NC	3.00%
TN	2.00%
SC	2.50%

B. Effective as of the date hereof, the following clause shall be added at the end of Annex 3:

(ff) The Obligor of such Receivable is not a Sanctioned Person (as such term is defined in Article 24).

SECTION 14. Amendment to Annex 4. Effective as of the date hereof, Annex 4 of the Agreement shall be amended and restated in its entirety to read as follows:

ANNEX 4

ORIGINATORS

Name	**Jurisdiction of Organization**	**Address**

As of the Closing Date:

T-Mobile West LLC	Delaware	12920 SE 38th Street Bellevue, Washington 98006
T-Mobile Central LLC	Delaware	12920 SE 38th Street Bellevue, Washington 98006
T-Mobile Northeast LLC	Delaware	12920 SE 38th Street Bellevue, Washington 98006
T-Mobile South LLC	Delaware	12920 SE 38th Street Bellevue, Washington 98006

As of the Amendment Effective Date:

Powertel/Memphis, Inc.	Delaware	12920 SE 38th Street Bellevue, Washington 98006
Triton PCS Holdings Company L.L.C.	Delaware	12920 SE 38th Street Bellevue, Washington 98006

SECTION 15. Representations and Warranties. Each of the parties hereto hereby represents and warrants that this Amendment constitutes the legal, valid and binding obligation of such party, enforceable against it in accordance with its terms, except as limited by bankruptcy, insolvency or other similar laws of general application relating to or affecting the enforcement of creditors' rights generally and subject to the general principals of equity.

SECTION 16. Agreement in Full Force and Effect as Amended. Except as specifically amended hereby, the Agreement shall remain in full force and effect and is hereby ratified and reaffirmed by the parties hereto. All references to the Agreement shall be deemed to mean the Agreement as modified hereby. The parties hereto agree to be bound by the terms and conditions of the Agreement as amended by this Amendment, as though such terms and conditions were set forth herein.

SECTION 17. Miscellaneous.

A. The section headings in this Amendment are for reference only and shall not affect the construction of this Amendment.

B. This Amendment may be executed by different parties on any number of counterparts, each of which shall constitute an original and all of which, taken together, shall constitute on and the same agreement.

C. This Amendment may not be amended or otherwise modified except as provided in the Agreement.

D. THIS AMENDMENT AND ALL MATTERS ARISING OUT OF OR RELATING IN ANY WAY THERETO SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO OTHERWISE APPLICABLE PRINCIPALS OF CONFLICTS OF LAW, OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

[Signature pages to follow]

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their respective officers thereunto duly authorized, as of the date first above written.

T-MOBILE AIRTIME FUNDING LLC, as Funding Seller

By: /s/ J. Braxton Carter
Name: J. Braxton Carter
Title: Executive Vice President & Chief Financial Officer

BILLING GATE ONE LLC, as Purchaser

By: Billing Gate One Trust, as Manager

By: Wells Fargo Delaware Trust Company, National Association, solely as Trustee and not in its individual capacity

By: /s/ Sandra Battaglia
Name: Sandra Battaglia
Title: Vice President

LANDESBANK HESSEN-THÜRINGEN GIROZENTRALE, as a Bank Purchaser and Bank Purchasing Agent

By: /s/ Bjoern Mollner
Name:Bjoern Mollner
Title:VP

By:/s/ Björn Reinecke
Name:Björn Reinecke
Title:Authorized Signatory

T-MOBILE PCS HOLDINGS LLC, as Servicer

By: /s/ J. Braxton Carter
Name: J. Braxton Carter
Title: Executive Vice President & Chief Financial Officer

T-MOBILE US, INC., as Performance Guarantor

By: /s/ J. Braxton Carter
Name: J. Braxton Carter
Title: Executive Vice President & Chief Financial Officer

[Signature Page to Fourth Amendment to Master Receivables Purchase Agreement]

ACKNOWLEDGED AND ACCEPTED:

THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., DÜSSELDORF BRANCH

By: /s/ M. Escott
Name: M. Escott
Title: Head of Securitization

By: /s/ Tsuyoshi Yamoto
Name: Tsuyoshi Yamoto
Title: Director

ACKNOWLEDGED AND ACCEPTED:

KFW IPEX-BANK GMBH

By: /s/ Sven Wabbels
Name: Sven Wabbels
Title: Director

By: /s/ Sebastian Eberle
Name: Sebastian Eberle
Title: Vice President

[Signature Page to Fourth Amendment to Master Receivables Purchase Agreement]

Exhibit 10.55

EXECUTION COPY

JOINDER AND FIRST AMENDMENT

THIS JOINDER AND FIRST AMENDMENT TO THE RECEIVABLES SALE AND CONVEYANCING AGREEMENT (this "**Amendment**"), dated as of November 28, 2014, is entered into by and among:

1. Powertel/Memphis, Inc., a Delaware corporation;
2. Triton PCS Holdings Company L.L.C., a Delaware limited liability company (collectively, the "**Joining Sellers**");
3. T-Mobile West LLC, a Delaware limited liability company;
4. T-Mobile Central LLC, a Delaware limited liability company;
5. T-Mobile Northeast LLC, a Delaware limited liability company;
6. T-Mobile South LLC, a Delaware limited liability company (collectively, the "**Original Sellers**"); and
7. T-Mobile PCS Holdings LLC, a Delaware limited liability company (the "**Purchaser**").

WHEREAS, the Original Sellers and the Purchaser are parties to that certain Receivables Sale and Conveyancing Agreement, dated as of February 26, 2014 (as amended, restated, or supplemented from time to time, the "**Agreement**");

WHEREAS, the parties hereto desire for the Joining Sellers to become "Sellers" under, and as such term is defined in, the Agreement and otherwise to amend the Agreement in certain respects as provided herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Defined Terms**. Capitalized terms used and not otherwise defined herein are used as defined in the Agreement.

2. **Joinder**. Effective as of the date hereof, each of the Joining Sellers hereby irrevocably, absolutely and unconditionally shall become a party to the Agreement as a Seller and agrees to be bound by all the terms, conditions, covenants, obligations, liabilities and undertakings of each Seller or to which each Seller is subject thereunder, all with the same force and effect as if such Joining Seller were a signatory to the Agreement, but effective as of the date hereof.

3. **Amendment to Section 1.02**. Effective as of the date hereof, the following definitions shall be added to Section 1.02 of the Agreement in the appropriate alphabetical order:

> "Designated November 2014 Receivable" means a receivable originated by either of the November 2014 Joining Sellers in November 2014 on or before the Amendment Effective Date.

"November 2014 Joining Sellers" means, collectively: Powertel/Memphis, Inc., a Delaware corporation; and Triton PCS Holdings Company L.L.C., a Delaware limited liability company; and "November 2014 Joining Seller" shall mean each of them.

"Original Sellers" shall mean, collectively, T-Mobile Central LLC, a Delaware limited liability company; T-Mobile Northeast LLC, a Delaware limited liability company; T-Mobile South LLC, a Delaware limited liability company; and T-Mobile West LLC, a Delaware limited liability company; and "Original Seller" shall mean each of them.

"Sellers" shall mean, collectively and notwithstanding the definition of "Seller" and "Sellers" set forth in the preamble to this Agreement, the Original Sellers and the November 2014 Joining Sellers, and "Seller" shall mean each of the Original Sellers and each of the November 2014 Joining Sellers.

4. **Amendment to Section 2.01(a)**. Effective as of the date hereof, Section 2.01(a) of the Agreement shall be divided into four clauses and amended and restated in its entirety to read as follows:

(i) Subject to the terms and conditions set forth in this Agreement, each Original Seller on the Closing Date and each Business Day may, with respect to Receivables that are not Eligible Receivables, and will, with respect to all Eligible Receivables, sell, transfer, assign, set-over and otherwise convey and the Purchaser shall purchase all of the Original Sellers' right, title and interest in and to such Receivables not previously sold to the Purchaser, and all associated Related Rights (including all Collections associated with the foregoing) with respect thereto.

(ii) Subject to the terms and conditions set forth in this Agreement, each November 2014 Joining Seller will, on the Amendment Effective Date, with respect to Designated November 2014 Receivables that are Eligible Receivables, sell, transfer, assign, set-over and otherwise convey and the Purchaser shall purchase all of the November 2014 Joining Sellers' right, title and interest in and to such Receivables, and all associated Related Rights (including all Collections associated with the foregoing) with respect thereto; and, in connection with the foregoing, the parties hereto, for all purposes, shall account for each Designated November 2014 Receivable as if it had been sold by the applicable November 2014 Joining Seller on the date it was originated.

(iii) Subject to the terms and conditions set forth in this Agreement, each November 2014 Joining Seller on each Business Day after the Amendment Effective Date may, with respect to newly created Receivables originated after the Amendment Effective Date that are not Eligible Receivables, and will, with respect to all newly created

Receivables originated after the Amendment Effective Date that are Eligible Receivables, sell, transfer, assign, set-over and otherwise convey and the Purchaser shall purchase all of the November 2014 Joining Sellers' right, title and interest in and to such Receivables not previously sold to the Purchaser, and all associated Related Rights (including all Collections associated with the foregoing) with respect thereto.

(iv) Each such sale, transfer, assignment, set-over and conveyance pursuant to clauses (i), (ii) and (iii) above shall be executed without recourse (other than as expressly provided herein).

5. **Amendment as to Anti-Corruption and Sanctions**. Effective as of the date hereof, the following text shall be inserted in the Agreement as new Article 7:

ARTICLE 7
ANTI-CORRUPTION; SANCTIONS

Section 7.01 Definitions. In this Article 7:

"**Anti-Corruption Laws**" means all United States laws, rules, and regulations applicable to any Seller or its Subsidiaries from time to time concerning or relating to bribery or corruption, including, without limitation, the Foreign Corrupt Practices Act of 1977, as amended, and any economic sanctions regulations administered and enforced by OFAC or the U.S. Department of State.

"**OFAC**" means the Office of Foreign Assets Control of the United States Department of Treasury.

"**Sanctioned Country**" means, at any time, a country or territory which is the subject or target of any Sanctions, including, without limitation, as of the Amendment Effective Date, Cuba, Burma (Myanmar), Iran, North Korea, Sudan and Syria.

"**Sanctioned Person**" means, at any time, any Person currently the subject or the target of any Sanctions, including any Person listed in any Sanctions-related list of designated Persons maintained by OFAC or the U.S. Department of State.

"**Sanctions**" means economic, financial or other sanctions or trade embargoes imposed, administered or enforced from time to time by the U.S. government, including those administered by OFAC or the U.S. Department of State.

7.02 Representation of Sellers. Each Seller hereby represents and warrants to the Purchaser that, as of the Amendment Effective Date and each Purchase Date thereafter:

(a) policies and procedures have been implemented and maintained by such Seller or on its behalf that are designed to achieve compliance by it and its Subsidiaries, directors, officers, and employees with Anti-Corruption Laws and applicable Sanctions, and each Seller, its Subsidiaries and their respective officers and employees and, to the best knowledge of such Seller, its Affiliates, officers, employees, and directors acting in any capacity in connection with or directly benefiting from the purchase facility established hereby, are in compliance with Anti-Corruption Laws and applicable Sanctions, in each case in all material respects;

(b) no Seller nor any of its Subsidiaries or, to the knowledge of such Seller, any of its Affiliates, directors, officers, or employees, that will act in any capacity in connection with or directly benefit from the purchase facility established hereby, is a Sanctioned Person; and

(c) no Seller nor any of its Subsidiaries is organized or resident in a Sanctioned Country.

7.03 Affirmative Covenant of Sellers. Policies and procedures shall be maintained and enforced by or on behalf of each Seller that are designed in good faith and in a commercially reasonable manner to promote and achieve compliance, in its reasonable judgment, by it and each of its Subsidiaries and their respective directors, officers, and employees with Anti-Corruption Laws and applicable Sanctions. No proceeds of the sale of any Purchased Receivable by the Seller shall be used in a manner that causes it to violate Anti-Corruption Laws or results in the violation of any Sanctions that are applicable to it.

7.04 Negative Covenant of Sellers. Each Seller shall not use, and shall cause its Subsidiaries and its and their respective directors, officers and employees not to use, the proceeds of the sale of any Purchased Receivable (A) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Laws, or (B) for the purpose of funding or financing any activities, business or transaction of or with any Sanctioned Person, or in any Sanctioned Country, in each

case to the extent that doing so would result in the violation of any Sanctions that are applicable to such Seller.

6. **True Sale; Grant of Security Interest**. Without limiting the generality of the foregoing, the parties hereto intend and agree that any conveyance by a Joining Seller under the Agreement is intended to be a sale, assignment, conveyance, set over and transfer of ownership of the related Receivables and Related Rights so that such Receivables and Related Rights shall not be part of such Joining Seller's estate in the event of the filing of a bankruptcy petition by or against such Joining Seller under any Insolvency Law. In the event, however, that notwithstanding such intent and agreement, a conveyance contemplated hereby is determined not to be a sale and conveyance of ownership, each Joining Seller hereby grants to the Purchaser a perfected first priority security interest in such Joining Seller's right, title and interest in and to (a) such Receivables, (b) Related Rights, and (c) all income from and proceeds of the foregoing, collectively, and the Agreement shall constitute a security agreement under applicable law, securing such Joining Seller's obligations thereunder. If such conveyance is deemed to be the mere granting of a security interest to secure a borrowing, the Purchaser may, to secure the Purchaser's own borrowing under the Contribution Agreement (to the extent that a transfer of the Receivables, the Related Rights, and all income from and proceeds of the foregoing to T-Mobile Airtime Funding is deemed to be a mere granting of a security interest to secure a borrowing) repledge and reassign to T-Mobile Airtime Funding (i) all or a portion of the Receivables, pledged to the Purchaser and not released from the security interest of the Agreement at the time of such pledge and assignment, (ii) the other Related Rights, and (iii) all income from and proceeds of the foregoing. Such repledge and reassignment may be made by the Purchaser with or without a repledge and reassignment by the Sellers of their rights under the Agreement, and without further notice to or acknowledgment from the applicable Joining Seller. Such Joining Seller waives, to the extent permitted by applicable law, all claims, causes of action and remedies, whether legal or equitable (including any right of setoff), against the Purchaser or any assignee of the Purchaser relating to such action by the Purchaser in connection with the transactions contemplated by the Contribution Agreement, the Receivables Purchase Agreement and the other Transaction Documents.

7. **Affirmations**. Each Joining Seller hereby makes each of the representations and warranties and agrees to each of the covenants applicable to the Sellers contained in the Agreement. For the avoidance of doubt, the term "Transaction Documents," as used in Section 3.01 of the Agreement, shall include this Amendment.

8. **Representations and Warranties**. Each of the parties hereto hereby represents and warrants that this Amendment constitutes the legal, valid and binding obligation of such party, enforceable against it in accordance with its terms, except as limited by bankruptcy, insolvency or other similar laws of general application relating to or affecting the enforcement of creditors' rights generally and subject to the general principals of equity.

9. **Agreement in Full Force and Effect as Amended**. Except as specifically amended hereby, the Agreement shall remain in full force and effect and is hereby

ratified and reaffirmed by the parties hereto. All references to the Agreement shall be deemed to mean the Agreement as modified hereby. The parties hereto agree to be bound by the terms and conditions of the Agreement as amended by this Amendment, as though such terms and conditions were set forth herein.

10. **Counterparts**. This Amendment may be executed by different parties on any number of counterparts, each of which shall constitute an original and all of which, taken together, shall constitute one and the same agreement.

11. **Further Amendment**. This Amendment may not be amended or otherwise modified except as provided in the Agreement.

12. **Section Headings**. The section headings in this Amendment are for reference only and shall not affect the construction of this Amendment.

13. **Governing Law; Venue; Waiver of Jury Trial**. The provisions of Section 6.06, 6.12 and 6.13 of the Agreement are hereby incorporated by reference as if fully set forth herein, except that references therein to "this Agreement" shall be construed herein as references to the Agreement, as amended by this Amendment.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized as of the date written above.

T-MOBILE PCS HOLDINGS LLC,
as the Purchaser

By: /s/ J. Braxton Carter
Name: J. Braxton Carter
Title: Executive Vice President & Chief Financial Officer

T-MOBILE WEST LLC, as an Original Seller

By: /s/ J. Braxton Carter
Name: J. Braxton Carter
Title: Executive Vice President & Chief Financial Officer

T-MOBILE CENTRAL LLC, as an Original Seller

By: /s/ J. Braxton Carter
Name: J. Braxton Carter
Title: Executive Vice President & Chief Financial Officer

T-MOBILE NORTHEAST LLC, as an Original Seller

By: /s/ J. Braxton Carter
Name: J. Braxton Carter
Title: Executive Vice President & Chief Financial Officer

T-MOBILE SOUTH LLC, as an Original Seller

By: /s/ J. Braxton Carter
Name: J. Braxton Carter
Title: Executive Vice President & Chief Financial Officer

POWERTEL/MEMPHIS, INC., as a Joining Seller

By: /s/ J. Braxton Carter
Name: J. Braxton Carter
Title: Executive Vice President & Chief Financial Officer

TRITON PCS HOLDINGS COMPANY L.L.C., as a
Joining Seller

By: /s/ J. Braxton Carter
Name: J. Braxton Carter
Title: Executive Vice President & Chief Financial Officer

ACKNOWLEDGED AND ACCEPTED:

T-MOBILE US, INC., as Performance Guarantor

By: /s/ J. Braxton Carter
Name: J. Braxton Carter
Title: Executive Vice President & Chief Financial Officer

T-MOBILE AIRTIME FUNDING LLC, as Funding Purchaser and Funding Seller

By: /s/ J. Braxton Carter
Name: J. Braxton Carter
Title: Executive Vice President & Chief Financial Officer

BILLING GATE ONE LLC, as Purchaser under the Master Receivables Purchase Agreement
By: Billing Gate One Trust, as Manager
By: Wells Fargo Delaware Trust Company, National Association, solely as Trustee and not in its individual capacity

By: /s/ Sandra Battaglia
Name: Sandra Battaglia
Title: Vice President

LANDESBANK HESSEN-THÜRINGEN GIROZENTRALE, as Bank Purchasing Agent and a Bank Purchaser

By: /s/ Bjoern Mollner
Name: Bjoern Mollner
Title: VP

By: /s/ Björn Reinecke
Name: Björn Reinecke
Title: Authorized Signatory

THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., DÜSSELDORF BRANCH, as a Bank Purchaser

By: /s/ M. Escott
Name: M. Escott
Title: Head of Securitization

By: /s/ Tsuyoshi Yamoto
Name: Tsuyoshi Yamoto
Title: Director

Exhibit 10.56

EXECUTION COPY

FIRST AMENDMENT

THIS FIRST AMENDMENT TO THE RECEIVABLES SALE AND CONTRIBUTION AGREEMENT (this "**Amendment**"), dated as of November 28, 2014, is entered into by and among T-Mobile PCS Holdings LLC, a Delaware limited liability company ("**T-Mobile PCS Holdings**"), and T-Mobile Airtime Funding LLC, a Delaware limited liability (the "**Funding Purchaser**").

WHEREAS, T-Mobile PCS Holdings and the Funding Purchaser are parties to that certain Receivables Sale and Contribution Agreement, dated as of February 26, 2014 (as amended, restated, or supplemented from time to time, the "**Agreement**");

WHEREAS, the parties hereto desire to amend the Agreement in certain respects as provided herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Defined Terms**. Capitalized terms used and not otherwise defined herein are used as defined in the Agreement.

2. **Amendment to Definition of "Originators"**. The second paragraph of the preamble to the Agreement is hereby amended by replacing the phrase "(collectively, the "Originators"), as the sellers thereunder" with the phrase "(collectively and together with all other parties to the Conveyancing Agreement as "Sellers" (as such term is defined therein) thereunder from time to time, the "Originators")".

3. **Amendment to Section 1.02**. Effective as of the date hereof, the following definitions shall be added to Section 1.02 of the Agreement in the appropriate alphabetical order:

"Designated November 2014 Receivable" means a receivable originated by either of the November 2014 Joining Originators in November 2014 on or before the Amendment Effective Date.

"November 2014 Joining Originators" means the November 2014 Joining Sellers, as such term is defined in the Conveyancing Agreement.

4. **Amendment to Section 2.01(a)**. Effective as of the date hereof, Section 2.01(a) of the Agreement shall be divided into three clauses and amended and restated in its entirety to read as follows:

(i) Subject to the terms and conditions set forth in this Agreement and other than with respect to the sales, transfers, assignments, set-overs and conveyances contemplated by clause (ii) below, T-Mobile PCS Holdings

on the Closing Date and each Business Day thereafter shall sell, transfer, assign, set-over and otherwise convey, and the Funding Purchaser shall purchase or accept as a capital contribution, as set forth in Section 2.01(c), all of T-Mobile PCS Holdings' right, title and interest in and to the Eligible Receivables purchased from the Originators and not previously sold to the Funding Purchaser, and all associated Related Rights (including all Collections associated with the foregoing).

(ii) Notwithstanding the foregoing clause (i), subject to the terms and conditions set forth in this Agreement, on the Amendment Effective Date, T-Mobile PCS Holdings shall, with respect to Designated November 2014 Receivables that are Eligible Receivables, sell, transfer, assign, set-over and otherwise convey, and the Funding Purchaser shall purchase or accept as a capital contribution, as set forth in Section 2.01(c), all of T-Mobile PCS Holdings' right, title and interest in and to such Designated November 2014 Receivables that are Eligible Receivables, and all associated Related Rights (including all Collections associated with the foregoing). The parties hereto, for all purposes, shall account for each Designated November 2014 Receivable as if it had been sold by the applicable November 2014 Joining Originator (and further conveyed to T-Mobile PCS Holdings pursuant to the Conveyancing Agreement) on the date it was originated.

(iii) Each such sale, transfer, assignment, set-over and conveyance pursuant to clauses (i) and (ii) above shall be executed without recourse (other than as expressly provided herein). Immediately prior to the sales contemplated hereunder, T-Mobile PCS Holdings will acquire the Receivables from the Originators pursuant to the terms of the Conveyancing Agreement.

5. **Amendment as to Anti-Corruption and Sanctions**. Effective as of the date hereof, the following text shall be inserted in the Agreement as new Article IX:

ARTICLE IX

ANTI-CORRUPTION; SANCTIONS

Section 9.01 Definitions. In this Article IX:

"**Anti-Corruption Laws**" means all United States laws, rules, and regulations applicable to T-Mobile PCS Holdings or its Subsidiaries from time to time concerning or relating to bribery or corruption, including, without limitation, the Foreign Corrupt Practices Act of 1977, as amended, and any economic sanctions regulations administered and enforced by OFAC or the U.S. Department of State.

"**OFAC**" means the Office of Foreign Assets Control of the United States Department of Treasury.

"**Sanctioned Country**" means, at any time, a country or territory which is the subject or target of any Sanctions, including, without limitation, as of the Amendment Effective Date, Cuba, Burma (Myanmar), Iran, North Korea, Sudan and Syria.

"**Sanctioned Person**" means, at any time, any Person currently the subject or the target of any Sanctions, including any Person listed in any Sanctions-related list of designated Persons maintained by OFAC or the U.S. Department of State.

"**Sanctions**" means economic, financial or other sanctions or trade embargoes imposed, administered or enforced from time to time by the U.S. government, including those administered by OFAC or the U.S. Department of State.

9.02 Representation of T-Mobile PCS Holdings. T-Mobile PCS Holdings hereby represents and warrants to the Funding Purchaser that, as of the Amendment Effective Date and each Purchase Date thereafter:

(a) policies and procedures have been implemented and maintained by T-Mobile PCS Holdings or on its behalf that are designed to achieve compliance by it and its Subsidiaries, directors, officers, and employees with Anti-Corruption Laws and applicable Sanctions, and T-Mobile PCS Holdings, its Subsidiaries and their respective officers and employees and, to the best knowledge of T-Mobile PCS Holdings, its Affiliates, officers, employees, and directors acting in any capacity in connection with or directly benefiting from the purchase facility established hereby, are in compliance with Anti-Corruption Laws and applicable Sanctions, in each case in all material respects;

(b) neither T-Mobile PCS Holdings nor any of its Subsidiaries or, to the knowledge of T-Mobile PCS Holdings, any of its Affiliates, directors, officers, or employees, that will act in any capacity in connection with or directly benefit from the purchase facility established hereby, is a Sanctioned Person; and

(c) neither T-Mobile PCS Holdings nor any of its Subsidiaries is organized or resident in a Sanctioned Country.

9.03 Affirmative Covenant of T-Mobile PCS Holdings. Policies and procedures shall be maintained and enforced by or on behalf of T-Mobile PCS Holdings that are designed in good faith and in a commercially reasonable manner to promote and achieve compliance, in its reasonable judgment, by it and each of its Subsidiaries and their respective directors, officers, and employees with Anti-Corruption Laws and applicable Sanctions. No proceeds of the sale of any Purchased Receivable by T-Mobile PCS Holdings shall be used in a manner that causes it to violate Anti-Corruption Laws or results in the violation of any Sanctions that are applicable to it.

9.04 Negative Covenant of T-Mobile PCS Holdings. T-Mobile PCS Holdings shall not use, and shall cause its Subsidiaries and its and their respective directors, officers and employees not to use, the proceeds of the sale of any Purchased Receivable (A) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Laws, or (B) for the purpose of funding or financing any activities, business or transaction of or with any Sanctioned Person, or in any Sanctioned Country, in each case to the extent that doing so would result in the violation of any Sanctions that are applicable to T-Mobile PCS Holdings.

6. **Representations and Warranties**. Each of the parties hereto hereby represents and warrants that this Amendment constitutes the legal, valid and binding obligation of such party, enforceable against it in accordance with its terms, except as limited by bankruptcy, insolvency or other similar laws of general application relating to or affecting the enforcement of creditors' rights generally and subject to the general principals of equity.

7. **Agreement in Full Force and Effect as Amended**. Except as specifically amended hereby, the Agreement shall remain in full force and effect and is hereby ratified and reaffirmed by the parties hereto. All references to the Agreement shall be deemed to mean the Agreement as modified hereby. The parties hereto agree to be bound by the terms and conditions of the Agreement as amended by this Amendment, as though such terms and conditions were set forth herein.

8. **Counterparts**. This Amendment may be executed by different parties on any number of counterparts, each of which shall constitute an original and all of which, taken together, shall constitute one and the same agreement.

9. **Further Amendment**. This Amendment may not be amended or otherwise modified except as provided in the Agreement.

10. **Section Headings**. The section headings in this Amendment are for reference only and shall not affect the construction of this Amendment.

11. **Governing Law; Venue; Waiver of Jury Trial**. The provisions of Section 8.06, 8.12 and 8.13 of the Agreement are hereby incorporated by reference as if fully set forth herein, except that references therein to "this Agreement" shall be construed herein as references to the Agreement, as amended by this Amendment.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized as of the date written above.

T-MOBILE AIRTIME FUNDING LLC, as Funding Purchaser

By: /s/ J. Braxton Carter
Name: J. Braxton Carter
Title: Executive Vice President & Chief Financial Officer

T-MOBILE PCS HOLDINGS LLC, as Seller

By: /s/ J. Braxton Carter
Name: J. Braxton Carter
Title: Executive Vice President & Chief Financial Officer

ACKNOWLEDGED AND ACCEPTED:

T-MOBILE US, INC., as Performance Guarantor

By: /s/ J. Braxton Carter
Name: J. Braxton Carter
Title: Executive Vice President & Chief Financial Officer

BILLING GATE ONE LLC, as Purchaser under the Master Receivables Purchase Agreement
By: Billing Gate One Trust, as Manager
By: Wells Fargo Delaware Trust Company, National Association, solely as Trustee and not in its individual capacity

By: /s/ Sandra Battaglia
Name: Sandra Battaglia
Title: Vice President

LANDESBANK HESSEN-THÜRINGEN GIROZENTRALE, as Bank Purchasing Agent and a Bank Purchaser

By: /s/ Bjoern Mollner
Name: Bjoern Mollner
Title: VP

By: /s/ Björn Reinecke
Name: Björn Reinecke
Title: Authorized Signatory

THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., DÜSSELDORF BRANCH, as a Bank Purchaser

By: /s/ M. Escott
Name: M. Escott
Title: Head of Securitization

By: /s/ Tsuyoshi Yamoto
Name: Tsuyoshi Yamoto
Title: Director

Exhibit 10.57

EXECUTION COPY

FIRST AMENDED AND RESTATED GUARANTEE FACILITY AGREEMENT

Dated November 28th, 2014

among

T-Mobile US, Inc.

as the Company

T-Mobile Airtime Funding LLC

as the Funding Seller

and

KfW IPEX-Bank GmbH

as the Bank

Loan No.: 26445

Relating to a Master Receivables Purchase Agreement among the Company, Landesbank Hessen-Thüringen Girozentrale and certain other parties, dated February 26th, 2014

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THIS FIRST AMENDED AND RESTATED GUARANTEE FACILITY AGREEMENT (this **Agreement**) is dated November 28th, 2014 and made among:

(1) **T-Mobile US, Inc.**, a Delaware corporation, with its business address at 12920 SE 38th Street, Bellevue, Washington, USA 98006 (the **Company**).

(2) **T-Mobile Airtime Funding LLC**, a Delaware limited liability company, with its business address at 12920 SE 38th Street, Bellevue, Washington, USA 98006 (the **Funding Seller**).

(3) **KfW IPEX-Bank GmbH**, a limited liability company incorporated under German law (the **Bank**).

WHEREAS the Company, the Funding Seller and the Bank (collectively, the **Parties**) are parties to that certain Guarantee Facility Agreement, dated as of February 26, 2014 (the **Original Agreement**); and

WHEREAS the Parties desire to amend, restate and replace the Original Agreement in its entirety as provided herein;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **IT IS AGREED** as follows:

1. Interpretation

1.1 *Definitions.* Subject to any express provision to the contrary in this Agreement or in its Schedules or unless the context otherwise requires, in this Agreement and its Schedules the following terms have the following meaning:

Affiliate: In relation to a company, partnership or legal entity, a Subsidiary of that company, partnership or legal entity or a Holding Company of that company, partnership or legal entity or any other Subsidiary of that Holding Company.

Agreement: The meaning specified in the preamble hereto.

Banking Day: Each day (other than a Saturday or Sunday), on which commercial banks are open for general business in Frankfurt am Main, Germany and Bellevue, Washington, USA. In relation to payments in USD, Banking Days are, in addition, only days on which banks in London (United Kingdom) are open for payments.

Bank Purchasers: Each of the banks party from time to time to the Onward Purchase Agreement as a “Bank Purchaser”.

Bank Purchasing Agent: Helaba in its capacity as bank purchasing agent under the Purchase Agreement and the Onward Purchase Agreement.

Cash Cover: Such an amount of cash as the Company is required to provide under clause 15 (*Cash Cover*) in respect of either of the Guarantees.

Code: The United States Internal Revenue Code of 1986, as amended from time to time (and any successor statute thereto), and the regulations promulgated and rulings issued thereunder. Section references to the Code are to the Code as in effect on the Closing Date, and any subsequent provisions of the Code, amendments thereto or substituted therefrom.

Confidential Information: Any information relating to the Company, the Group or the Finance Documents of which the Bank becomes aware in its capacity as the Bank or which is received by the Bank in relation to the Finance Documents from either the Company, the Group or any of their advisers in whatever form, and includes both information given in writing, orally, electronically or in any other way and also any document, electronic file or any other way of representing or recording information which contains or is derived or copied from such information, but excludes information that:

(a) is or becomes public information other than as a direct or indirect result of any breach by the Bank of clause 21 (*Confidentiality*);

(b) is identified at the time of delivery as non-confidential by the Company, the Group or any of their advisers; or

(c) is known by the Bank before the date the information is disclosed to it as provided above or is lawfully obtained by the Bank after that date, from a source which is, as far as the Bank is aware, unconnected with the Company or the Group and which, in either case, as far as the Bank is aware, has not been obtained in breach of, and is not otherwise subject to, any obligation of confidentiality.

Disruption Event: Either or both of:

(a) a material disruption to those payment or communications systems or to those financial markets which are, in each case, required to operate in order for payments to be made in connection with this Agreement; or

(b) the occurrence of any other event which results in a disruption (of a technical or systems-related nature) to the treasury or payments operations of either the Bank or the Company, preventing that party:

(i) from performing its payment obligations under this Agreement; or

(ii) from communicating with other parties,

and which disruption (in either such case as per (a) or (b) above) is not caused by, and is beyond the control of, the party whose operations are disrupted.

Effective Date: The date on which the Bank notifies the Company that it has received the documents and evidence set out in Schedule 1 in form and substance satisfactory to it or the Bank has waived the requirement of receipt of such documents or evidence that have not been received.

Event of Default: Any of the events or circumstances described in clause 14.1.

Event of Mandatory Prepayment: The event described in clause 5.3 (*Change-of-Control event*).

Existing Indenture: The Base Indenture, dated as of April 28, 2013, between T-Mobile USA, Inc., the Guarantors party thereto (as defined in the Indenture) and Deutsche Bank Trust Company Americas, as trustee, together with the First Supplemental Indenture, dated as of April 28, 2013, among T-Mobile USA, Inc., the Guarantors party thereto and Deutsche Bank Trust Company Americas, as trustee, relating to the Base Indenture, the Second Supplemental Indenture, dated as of April 28, 2013, among T-Mobile USA, Inc., the Guarantors party thereto and Deutsche Bank Trust Company Americas, as trustee, relating to the Base Indenture, the Third Supplemental Indenture, dated as of April 28, 2013, among T-Mobile USA, Inc., the Guarantors party thereto and Deutsche Bank Trust Company Americas, as trustee, relating to the Base Indenture, the Fourth Supplemental Indenture, dated as of April 28, 2013, among T-Mobile USA, Inc., the Guarantors party thereto and Deutsche Bank Trust Company Americas, as trustee, relating to the Base Indenture, the Fifth Supplemental Indenture, dated as of April 28, 2013, among T-Mobile USA, Inc., the Guarantors party thereto and Deutsche Bank Trust Company Americas, as trustee, relating to the Base Indenture, the Sixth Supplemental Indenture, dated as of April 28, 2013, among T-Mobile USA, Inc., the Guarantors party thereto and Deutsche Bank Trust Company Americas, as trustee, relating to the Base Indenture, the Seventh Supplemental Indenture, dated as of April 28, 2013, among T-Mobile USA, Inc., the Guarantors party thereto and Deutsche Bank Trust Company Americas, as trustee, relating to the Base Indenture, the Eighth Supplemental Indenture, dated as of April 28, 2013, among T-Mobile USA, Inc., the Guarantors party thereto and Deutsche Bank Trust Company Americas, as trustee, relating to the Base Indenture, the Ninth Supplemental Indenture, dated as of April 28, 2013, among TMUS, the Guarantors party thereto and Deutsche Bank Trust Company Americas, as trustee,

relating to the Base Indenture, and the Tenth Supplemental Indenture, dated as of April 28, 2013, among T-Mobile USA, Inc., the Guarantors party thereto and Deutsche Bank Trust Company Americas, as trustee, relating to the Base Indenture, and as may be further amended or supplemented from time to time.

Facilities: Collectively, the guarantee facilities made available under this Agreement.

Facility Office: In relation to the Bank, its contact details under clause 22.

FATCA:

(a) sections 1471 to 1474 of the US Internal Revenue Code of 1986, as amended, or any associated regulations or other official guidance;

(b) any treaty, law, regulation or other official guidance enacted in any other jurisdiction, or relating to an intergovernmental agreement between the US and any other jurisdiction, which (in either case) facilitates the implementation of paragraph (a) above; or

(c) any agreement pursuant to the implementation of paragraphs (a) or (b) above with the US Internal Revenue Service, the US government or any governmental or taxation authority in any other jurisdiction.

Finance Documents: Each of the following:

(a) This Agreement.

(b) Any other document designated as such by the Bank and the Company.

This expression includes each of such documents severally, and **Finance Document** means any of them.

First Amended and Restated Level 3 Guarantee: In relation to the Bank, the guarantee issued or to be issued by it under the terms of this Agreement in favor of the original Bank Purchasers in respect of certain obligations of the Funding Seller under the Purchase Agreement (which obligations ultimately benefit the

Bank Purchasers under the Onward Purchase Agreement), to be documented by a guarantee agreement among the Bank Purchasing Agent, the Bank Purchasers, Billing Gate One LLC as payee and the Bank substantially in the form as attached as Schedule 2 to this Agreement.

Group: The Company and its Subsidiaries for the time being, which expression includes each of such companies severally.

Guarantees: Collectively, the First Amended and Restated Level 3 Guarantee and the Level 3A Guarantee.

Guarantee Commission: The guarantee commission in respect of either of the Guarantees payable under clause 6 (*Guarantee commissions*).

Guarantee Commission Rate: The rate at which either guarantee commission is calculated under clause 6 (*Guarantee commissions*).

Guarantee Liability: With respect to either of the Guarantees, the Maximum Guaranteed Amount of such Guarantee less (without double counting) each of the following:

(i) Any part of that amount which has been repaid or prepaid, in particular in respect of which Cash Cover for such Guarantee at such time has already been provided and which is subsisting; and

(ii) Any amount actually paid by the Bank under such Guarantee.

Guarantee Termination Date: In respect of either Guarantee, the last date on which a claim can be made by the Bank Purchasing Agent on behalf of the beneficiaries under such Guarantee in accordance with the terms of such Guarantee or with the terms of a release (in whole) of such Guarantee by the beneficiaries or the Bank Purchasing Agent on their behalf.

Helaba: Landesbank Hessen-Thüringen Girozentrale, a public law corporation incorporated under the laws of Germany.

Holding Company: In relation to a company, partnership or legal entity, any other company, partnership or legal entity in respect of which the first mentioned company, partnership or legal entity is a Subsidiary.

Indebtedness: Any obligation (whether incurred as principal or surety) for the payment or repayment of money, whether present or future, actual or contingent.

Interest Payment Date: The last day of each Interest Period, provided that if such day is not a Banking Day, that Interest Period will instead end on the next Banking Day in that calendar month (if there is one) or on the preceding Banking Day (if there is not).

Interest Period: The meaning specified in clause 7.1.

Level 3A Guarantee: In relation to the Bank, the guarantee issued or to be issued by it under the terms of this Agreement in favor of the original Bank Purchasers in respect of certain obligations of the Funding Seller under the Purchase Agreement (which obligations ultimately benefit the Bank Purchasers under the Onward Purchase Agreement), to be documented by a guarantee agreement among the Bank Purchasing Agent, the Bank Purchasers, Billing Gate One LLC as payee and the Bank substantially in the form as attached as Schedule 3 to this Agreement.

LIBOR: means, in respect of any Interest Period:

(a) the applicable Screen Rate; or

(b) (if no Screen Rate is available for the relevant Interest Period) the arithmetic mean of the rates (rounded upwards to four decimal places) as supplied to the Bank at its request by three major commercial banks active in the London interbank market and selected by the Bank for USD loans in an amount comparable to unpaid amount in question and for a time period which most closely corresponds to the anticipated relevant Interest Period, as of 11:00 am London time two (2) Banking Days prior to the first day of each Interest Period (unless market practice differs, in which case the relevant quotation day will be determined by the Bank in accordance with market practice for the offering of deposits in USD and for a period comparable to the anticipated relevant Interest Period) and, if any such rate is below zero, LIBOR will be deemed to be zero.

Mandatory Cost: For the Bank, in relation to any period for which interest is calculated under this Agreement, the percentage rate per annum (if any) notified by it to the Company as its cost of complying with the requirements of the European Central Bank or any other regulatory authority.

Maximum Guaranteed Amount: With respect to the First Amended and Restated Level 3 Guarantee, USD 42,500,000.00 (in words, forty-two million five hundred thousand United States Dollars); and, with respect to the Level 3A Guarantee, USD 40,000,000.00 (in words, forty million United States Dollars).

Onward Purchase Agreement: The Onward Receivables Purchase Agreement dated February 26th, 2014 and entered into among Billing Gate One LLC as seller, the Bank Purchasers from time to time party thereto, and Helaba as bank purchasing agent, as amended, restated, supplemented or otherwise modified from time to time.

Original Agreement: The meaning specified in the preamble hereto.

Original Level 3 Guarantee: In relation to the Bank, the guarantee issued by it on March 3, 2014, under the terms of the Original Agreement in favor of the original Bank Purchasers in respect of certain obligations of the Funding Seller under the Purchase Agreement (which obligations ultimately benefit the Bank Purchasers under the Onward Purchase Agreement).

Parties: The meaning specified in the preamble hereto.

Potential Event of Default: An event or circumstance referred to in clause 14.1, which would (with the giving of notice, the lapse of time, the making of any determination or the satisfaction of any condition as provided in that clause) be an Event of Default.

Purchase Agreement: means the Master Receivables Purchase Agreement dated February 26th, 2014 and entered into among T-Mobile Airtime Funding LLC as funding seller, Billing Gate One LLC as purchaser, Helaba as bank purchasing agent, T-Mobile PCS Holdings LLC as servicer and the Company as performance guarantor, as amended, restated, supplemented or otherwise modified from time to time.

Screen Rate: means the ICE Benchmark Administration interest settlement rate for USD for the relevant period displayed on the appropriate page of the Reuters screen. If this agreed page is replaced or service ceases to be available, the Bank may specify another page or service displaying the appropriate rate after consultation with the Company.

Security: Any mortgage, pledge, lien, charge, assignment in security, hypothecation or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

Subsidiary: A company, partnership or legal entity of which a person either:

(a) owns directly or indirectly more than 50% of its voting capital or similar right of ownership and, for the purposes of this Agreement, a company, partnership or legal entity is still to be treated as a subsidiary of a person even if the relevant shares are registered in the name of (i) a nominee for that person, (ii) a party

holding security over such shares granted by that person, or (iii) that secured party's nominee; or

(b) has direct or indirect control, where **control** means the power (whether by contract or otherwise) to direct its affairs or to direct the composition of its board of directors or equivalent body.

Transaction Documents: The Finance Documents, the Purchase Agreement and the Onward Purchase Agreement, and **Transaction Document** means any of them.

USD: means the lawful currency of the United States of America.

VAT: any tax imposed in compliance with the Council Directive of 28 November 2006 on the common system of value added tax (EC Directive 2006/112) or any other tax of a similar nature, whether imposed in a member state of the European Union or elsewhere.

Capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Purchase Agreement.

1.2 *Construction of terms.* Unless a contrary intention appears, references in this Agreement to:

(a) *Successors.* Natural persons, legal entities, partnerships or unincorporated associations include any natural persons who, or legal entities, partnerships or unincorporated associations which, succeed in whole or in part to their rights or obligations by assignment, by assumption of obligations, by operation of law or otherwise.

(b) *Amended versions.* The Finance Documents or other document or security is a reference to the Finance Documents or other document or security as amended, supplemented, novated or replaced from time to time.

(c) *Continuing event.* An event or default **continuing** means that it has not been remedied or waived.

(d) *Regulation.* A regulation includes any regulation, rule, official directive, request or guideline (whether or not having the force of law but, if not having the force of law, being of a type with which any person to which it applies is accustomed to comply) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation.

1.3 *Repayment of the Guarantees.* The Company **repaying** or **prepaying** either of the Guarantees means:

(a) the Company providing Cash Cover for such Guarantee (without prejudice to the continued existence of such Guarantee);

(b) the maximum amount payable under such Guarantee being reduced or cancelled in accordance with its terms or by agreement with the beneficiaries of such Guarantee;

(c) the beneficiaries of such Guarantee confirming to the Bank that the Bank has no further or has reduced liability under such Guarantee; or

(d) the Bank being satisfied (acting reasonably) that it has no further liability or has a reduced liability under such Guarantee,

and the amount by which such Guarantee is repaid or prepaid is the amount of the relevant Cash Cover or reduction or cancellation unless it is reduced to zero or cancelled in full.

1.4 *Headings.* Headings in the Finance Documents have no legal significance and do not affect their interpretation.

1.5 *Third party rights.* The following will apply:

(a) *No rights to third parties.* Unless expressly provided to the contrary in a Finance Document, a person who is not a party to a Finance Document may not enforce any of its terms.

(b) *Consent of third parties not required.* Notwithstanding any provision of the Finance Documents, no consent of any third party is required for any amendment (including any release or compromise of any liability) or termination of a Finance Document.

2. The Facilities

2.1 *Amount.*

(a) Subject to the terms of this Agreement and the full repayment of the Original Level 3 Guarantee, as of the date hereof, the Bank makes available to the Company a guarantee facility for the First Amended and Restated Level 3 Guarantee up to the Maximum Guaranteed Amount thereof.

(b) Subject to the terms of this Agreement and the full repayment of the Original Level 3 Guarantee, as of the date hereof, the Bank makes available to the Company a guarantee facility for the Level 3A Guarantee up to the Maximum Guaranteed Amount thereof.

2.2 *Purpose.* Such Facilities will be used for the provision of the Guarantees, which are collectively referred to as the KfW First Amended and Restated Level 3 Guarantee and the KfW Level 3A Guarantee under the Purchase Agreement.

3. Issue of the Guarantees

3.1 *Conditions precedent and notice of satisfaction.* Neither of the Guarantees will be issued before the Effective Date and the Bank agrees to give the notification referred to in the definition of the Effective Date promptly upon being satisfied as to the matters referred to in such definition.

3.2 *Issue conditions*. The Bank will issue each of the Guarantees to its beneficiaries on the Effective Date unless an Event of Default, Potential Event of Default or Event of Mandatory Prepayment has occurred and is continuing on that date or might result from the issue of such Guarantee.

3.3 *No need for prior enquiry.* The Bank need not, before issuing either of the Guarantees, make any enquiry or otherwise concern itself as to whether any event has occurred which would, according to the terms of this Agreement, discharge the Bank from its obligations to issue such Guarantee and the Company will not have any right to resist any claim under clause 4 (*Demand and payment under the guarantees*) or otherwise on the grounds that any such event had occurred before the issue of such Guarantee.

3.4 *Amendment and Restatement of Level 3 Guarantee.* Simultaneously with the issuance of the First Amended and Restated Level 3 Guarantee, the Original Level 3 Guarantee shall automatically be revoked and cease to be of any force and effect.

4. Demand and Payment under the Guarantees

4.1 *Claim under a Guarantee.* The following will apply:

(a) *The Bank may pay beneficiaries.* The Company irrevocably and unconditionally authorizes the Bank to pay any claim in writing made or purported to be made by the Bank Purchasing Agent on behalf of the beneficiaries under either of the Guarantees and which appears on its face to be in order (a **Claim**).

(b) *Reimbursement by the Company.* The Company shall on the later of:

(i) the date of demand by the Bank; and

(ii) the latest date the Bank is obliged to make payment under the relevant Guarantee following a demand by the Bank Purchasing Agent on behalf of the beneficiaries under such Guarantee,

pay to the Bank an amount equal to the amount of any Claim.

4.2 *Preservation of the Bank's rights.* The Company acknowledges each of the following:

(c) *No investigation needed.* The Bank is not obliged to carry out any investigation or seek any confirmation from the Company or any other person before paying a Claim.

(d) *Concerned only with documents.* The Bank deals in documents only and will not be concerned with the legality of a Claim or any underlying transaction or any set-off, counterclaim or other defence available to any person.

(e) *Genuineness of a Claim.* The Company's obligations under clause 4 (*Demand and payment under the guarantees*) will not be affected by:

(i) the sufficiency, accuracy or genuineness of any Claim or any other document; or

(ii) any incapacity of, or limitation on the powers of, any person signing a Claim or other document.

4.3 *Indemnity in respect of the Guarantees.* The following will apply:

(a) *Indemnity for the Bank's loss.* The Company shall within 3 Banking Days of demand indemnify the Bank against any loss or liability incurred by the Bank (otherwise than by reason of its gross negligence or wilful misconduct) as a result of having issued either of the Guarantees.

(b) *Preservation of the Bank's rights.* The Company's obligations under clause 4.3 will not be affected by any act, omission, matter or thing which, but for clause 4.3(b), would reduce, release or prejudice any of its obligations under clause 4.3 including (without limitation and whether or not known to it or any other person):

(i) any time, waiver or consent granted to, or composition with, the Company, the beneficiaries under either of the Guarantees or any other person;

(ii) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, the Company or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;

(iii) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of the Company, any beneficiary under either of the Guarantees or any other person;

(iv) any amendment (however fundamental) or replacement of the Transaction Documents or any other document or security;

(v) the unenforceability, illegality or invalidity of any obligation of any person under the Transaction Documents or any other document or security; or

(vi) any insolvency or similar proceedings.

4.4 *No intermediate satisfaction.* The Company's obligations under clause 4.3 (*Indemnity in respect of the guarantees*) are continuing obligations and will extend to the ultimate balance of all sums payable by the Company under or in connection with this Agreement regardless of any intermediate payment or discharge in whole or part.

5. Voluntary Prepayment and Cancellation

5.1 *Cancellation by the Company.* The Company may, on giving to the Bank not less than 10 Banking Days' prior notice (such notice to be received before the related Guarantee has been issued), cancel either of the Facilities.

5.2 *Miscellaneous provisions.* The following will apply:

(a) *Notices of cancellation/prepayment.* Any notice of cancellation or of prepayment under this Agreement is irrevocable and shall specify the relevant date and the amount involved.

(b) *Cancellation/prepayment.* No cancellation or prepayment is allowed except as provided in this Agreement.

(c) *Guarantee Commission.* Any prepayment under this Agreement shall be made together with accrued Guarantee Commissions on the amount prepaid.

(d) *No reinstatement.* The Company may not require the Bank to reinstate any amount of either of the Guarantee Liabilities that is prepaid.

5.3 *Change-of-Control Event.* The following will apply:

(a) *Definitions.* For the purposes of this clause 5.3, a **Change-of-Control Event** occurs if Deutsche Telekom AG, Bonn/Germany, is no longer the direct or indirect "beneficial owner", as defined in Rule 13d-3 under the Exchange Act, of at least 50% of the Voting Shares of the Company (or any successor entity).

(b) *Company to notify Bank.* To the extent legally permissible, the Company shall promptly inform the Bank if a Change-of-Control Event has occurred or is likely to occur.

(c) *Effect of event.* The Bank may at any time after the occurrence of a Change-of-Control Event or pursuant to clause 5.3(d) (*Consultation*) by notice to the Company:

(iii) cancel either of the Facilities; and/or

(iv) declare that all or any part of the amounts outstanding under the Finance Documents (excluding, for the avoidance of doubt, any sum payable in respect of Cash Cover) are immediately due and payable; and/or

(v) require the Company to provide immediate Cash Cover for either of the Guarantees.

(d) *Consultation.* In addition, if the Company has informed the Bank that a Change-of-Control Event is about to occur, or if the Bank has reasonable cause to believe that a Change-of-Control Event is about to occur, the Bank may request that the Company consult with it. Such consultation shall take place within 30 (thirty) days from the date of the Bank's request. After the earlier of:

(i) the lapse of 30 (thirty) days from the date of such request for consultation; and

(ii) the occurrence of the anticipated Change-of-Control Event,

the Bank may exercise its rights under clause 5.3(c).

(e) *When amount due.* The Company shall pay any amount required to be paid under clause 5.3(c) on the date specified by the Bank, such date being a date falling not less than 30 (thirty) days from the date of the Bank's notice.

(f) *Effect of notice.* Any notice given under clause 5.3(c) will take effect in accordance with its terms.

6. Guarantee Commissions

6.1 *Rate*. Subject to clause 6.4:

(a) the Company shall pay a Guarantee Commission at the rate of 1.35% (in words: one point three five per cent.) per annum on the Guarantee Liability of the First Amended and Restated Level 3 Guarantee from day to day during the period from (and including) the date of this Agreement to (but excluding) the applicable Guarantee Termination Date; and

(b) the Company shall pay a Guarantee Commission at the rate of 1.35% (in words: one point three five per cent.) per annum on the Guarantee Liability of the Level 3A Guarantee from day to day during the period from (and including) the date of this Agreement to (but excluding) the applicable Guarantee Termination Date.

6.2 *Calculation basis*. Guarantee Commission for each Guarantee will be calculated on the basis of the actual number of days elapsed and a 360 day year.

6.3 *When due*. Accrued Guarantee Commission for each Guarantee shall be paid in arrear on each 30 March, 30 June, 30 September and 30 December of each year falling during such period and on the applicable Guarantee Termination Date.

6.4 *If the Guarantee Liability is zero*. No Guarantee Commission will be payable for either of the Guarantees if the Guarantee Liability thereof has definitely been reduced to zero in accordance with the provisions of the definition of "Guarantee Liability".

7. Default Interest

7.1 *Default interest periods.* If the Company does not pay any sum payable by it under the Finance Documents when due or if the Company does not pay any sum payable by it under any court judgment in connection with the Finance Documents on the date of such judgment, then for the purposes of clause 7 an **Interest Period** means the period beginning on:

(a) such due date; or

(b) the date of such judgment,

and ending on the date on which the Company's obligation to pay such sum (the balance of such sum for the time being unpaid being an **Unpaid Sum**) is discharged. Each Interest Period (other than the first) will start on the last day of the preceding Interest Period and be of a duration selected by the Bank.

7.2 *Rate of default interest.* The rate of interest on each Unpaid Sum for each Interest Period will be the percentage rate per annum determined by the Bank in accordance with market practice to be the rate equal to the aggregate of the following:

(a) 2%.

(b) The applicable Guarantee Commission Rate.

(c) LIBOR.

(d) The Bank's Mandatory Costs, if any.

7.3 *Payment and calculation bases.* The Company shall pay accrued default interest on each Unpaid Sum on each Interest Payment Date. Default interest will be calculated on the basis of the actual number of days elapsed and a 360 day year for each Unpaid Sum.

7.4 *Compounding of default interest.* Default interest (if unpaid) arising on an Unpaid Sum will be compounded with the Unpaid Sum at the end of each Interest Period applicable to that Unpaid Sum.

8. Taxes

8.1 *No deductions.* All payments by the Company under the Finance Documents shall be made without any deduction or withholding for, or on account of, any taxes, levies or other charges or withholdings of a similar nature (including any related penalty or interest) (a **Tax Deduction**). If a Tax Deduction is required by law to be made by the Company, the amount of the payment due from the Company shall be increased to an amount which (after making any Tax Deduction) leaves an amount equal to the payment which would have been due if no Tax Deduction had been required.

8.2 *Notification of withholding.* If the Company or the Bank becomes aware that the Company shall have become required to make a Tax Deduction (or that there is a change in the rate or the basis of a Tax Deduction), it shall promptly notify the Bank.

8.3 *If deduction is required.* If the Company is required to make a Tax Deduction, the following will apply:

(a) *Minimum deduction.* The Company shall make the minimum Tax Deduction required.

(b) *Payment.* The Company shall make any payment required in connection with that Tax Deduction within the time allowed by law.

(c) *Evidence of payment.* Within 30 days of making either a Tax Deduction or a payment required in connection with a Tax Deduction, the Company shall deliver to the Bank evidence satisfactory to the Bank (acting reasonably) that the Tax Deduction has been made or (as applicable) that the appropriate payment has been paid to the relevant taxing authority.

8.4 *Tax indemnity.* The following will apply:

(a) *Scope.* Except as provided in clause 8.4(b) and clause 8.5 (*No recovery for tax gross-up*) the Company shall indemnify the Bank against any loss or liability which it determines will be or has been suffered (directly or indirectly) by it for, or on account of, tax in relation to a payment received or receivable (or any payment deemed to be received or receivable) under a Finance Document.

(b) *Excluded payments.* Clause 8.4(a) does not apply to any tax assessed on the Bank under the laws of any jurisdiction in which:

(i) the Bank is incorporated or, if different, the jurisdiction (or jurisdictions) in which it is treated as resident for tax purposes; or

(ii) the Bank's Facility Office is located in respect of amounts received or receivable in that jurisdiction,

if that tax is imposed on or calculated by reference to the net income received or receivable by the Bank. However, any payment deemed to be received or receivable, including any amount treated as income but not actually received by the Bank, such as a Tax Deduction, will not be treated as net income received or receivable for this purpose.

8.5 *No recovery for tax gross-up.* Clause 8.4(a) does not apply to the extent that a loss or liability is compensated for by an increased payment under clause 8.1 (*No deductions*).

8.6 *Notification of claim.* If the Bank intends to make a claim under clause 8.4 (*Tax indemnity*), it shall notify the Company of the event which will give, or has given, rise to the claim.

8.7 *Tax Credit.* If the Company makes a payment under clause 8.1 (*No deductions*) or clause 8.4 (*Tax indemnity*) (a **Tax Payment**) and the Bank determines (in its absolute discretion) that:

(a) *Relief from tax.* A credit, relief, remission or repayment in respect of tax is attributable to an increased payment of which that Tax Payment forms part, to that Tax Payment or to a Tax Deduction in consequence of which that Tax Payment was required; and

(b) *Relief used.* It has obtained and utilised such credit, relief, remission or repayment,

it shall pay an amount to the Company which the Bank determines (in its absolute discretion) will leave it (after that payment) in the same after-tax position as it would have been in, if the Company had not made the Tax Payment.

8.8 *Stamp taxes.* The Company shall indemnify the Bank against any stamp duty, registration or other similar tax (together with any related penalty or interest) payable in respect of a Finance Document.

8.9 *Value added tax.* The following will apply:

(a) *Amounts are VAT exclusive.* All amounts expressed to be payable under a Finance Document by the Company to the Bank which (in whole or in part) constitute the consideration for any supply for VAT purposes are deemed to be exclusive of any VAT which is chargeable on such supply. Accordingly, subject to clause 8.9(b), if VAT is or becomes chargeable on any supply made by the Bank to the Company under a Finance Document and the Bank is required to account to the relevant tax authority for the VAT, the Company shall pay to the Bank (in addition to and at the same time as paying any other consideration for such supply) an amount equal to the amount of the VAT (and the Bank shall promptly provide an appropriate VAT invoice to that Party).

(b) *VAT on costs and expenses.* Where a Finance Document requires the Company to reimburse or indemnify the Bank for any costs or expenses, the Company shall reimburse or indemnify (as the case may be) the Bank for the full amount of such cost or expense, including such part thereof as represents VAT, save to the extent that the Bank reasonably determines that it (or any other member of any group of which it is a member for VAT purposes) is entitled to credit or repayment in respect of such VAT from the relevant tax authority.

8.10 *U.S. Federal and state withholding.* Notwithstanding any other provision of this Agreement, the Company shall comply with all U.S. federal and state withholding requirements with respect to payments to the Bank of amounts that the Company reasonably believes are applicable under the Code, the treasury regulations or any applicable state or local law. The Company will withhold on payments to the Bank unless the Bank provides at such time or times as required by law (i) a correct, complete and properly executed U.S. Internal Revenue Service Form W-8BEN claiming eligibility of the Bank for benefits of an income tax treaty to which the United States is a party, (ii) a correct, complete and properly executed U.S. Internal Revenue Service Form W-8ECI, (iii) a correct, complete and properly executed U.S. Internal Revenue Service Form W-8BEN and a certificate of a duly authorized officer of the Bank to the effect that the Bank is not (A) a "bank" within the meaning of Section 881(c)(3)(A) of the Code, (B) a "10 percent shareholder" of the Company within the meaning of Section 881(c)(3)(B) of the Code, or (C) a controlled foreign corporation receiving interest from a related person within the meaning of Section 881(c)(3)(C) of the Code, or (iv) a correct, complete and properly executed U.S. Internal Revenue Service Form W-8IMY, with appropriate attachments from each of the beneficial owners that either (a) satisfies one of the clauses (i) through (iii) above or (b) is a correct, complete and properly executed U.S. Internal Revenue Service Form W-9. For any period with respect to which the Bank has failed to provide the Company with the appropriate, complete and accurate form or other relevant document pursuant to this clause 8.10 establishing a complete exemption from U.S. federal withholding tax, the Bank shall not be entitled to any "gross-up" of taxes or indemnification under this clause 8.

8.11 *FATCA withholding.* If a payment made by the Company to any party under the Finance Documents would be subject to U.S. Federal withholding Tax imposed by FATCA if such party were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such party shall deliver to the Company, at the time or times prescribed by law and at such time or times reasonably requested by the Company, such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Company as may be necessary for the Company to comply with its obligations under FATCA, to determine that such party has or has not complied with its obligations under FATCA and, as necessary, to determine the amount to deduct and withhold from such payment. Solely for purposes of this clause 8.11, "**FATCA**" shall include any amendments made to FATCA after the date of this Agreement. Notwithstanding anything to the contrary contained in this Agreement, the Company shall have no

obligation to make a payment to the Bank related to a FATCA Deduction or make a "gross-up" payment of taxes or indemnification under this clause 8 to the Bank related to a FATCA Deduction. Solely for purposes of this clause 8.11, "**FATCA Deductions**" means any deductions or withholdings required by FATCA from any payments made by the Company in connection with this Agreement or any of the other Finance Documents.

9. Increased Costs

9.1 At the Bank's request the Company shall promptly reimburse the Bank for any Increased Costs, which are incurred as a result of

(a) any modifications to the legal requirements to which the Bank is subject (including laws or regulations on regulatory capital, liquidity ratios, capital ratios or any other rule imposed by bank or currency regulators) or in the interpretation or application of such requirements; or

(b) the compliance with any request or requirement issued by any central bank, the banking and/or capital market supervisory authority or any fiscal or other authority (irrespective of whether this request or requirement is legally binding) that was made or entered into force following the conclusion of this Agreement.

With respect to Increased Costs applicable for a certain period of time, the Bank may only request compensation with respect to Increased Costs from the time after the request has been made.

9.2 Increased Costs shall be:

(a) any additional or increased costs of the Bank;

(b) a reduction in the Bank's return on equity; or

(c) any reduction of an amount owed by the Company to the Bank,

to the extent such costs and reductions arise in connection with either of the Guarantees or this Agreement. Any taxes on the Bank's revenues or income levied in Germany shall not be included in the calculation of the Increased Costs.

9.3 The Bank shall notify the Company of the reasons for the Increased Costs and, at the Company's request, shall provide a reasonably detailed statement setting forth the calculation of the amount to be reimbursed.

10. Illegality

10.1 *Illegality – Notice to the Company.* If in any applicable jurisdiction it becomes unlawful for the Bank to perform any of its obligations under a Finance Document or to issue or leave outstanding either of the Guarantees or it becomes unlawful for any Affiliate of the Bank for the Bank to do so, it shall notify the Company promptly upon becoming aware that it is so unlawful and each of the following will apply:

(a) *Effect.* The Bank shall promptly notify the Company:

(i) if at that time such Guarantee has not been issued, that the Bank is not obliged to issue such Guarantee and the related Facility is cancelled (and in such case, for the avoidance of doubt, the Guarantee Liability of such Guarantee shall immediately, automatically and definitely be reduced to zero); and

(ii) if at that time such Guarantee has been issued, that the Company shall provide Cash Cover for such Guarantee and pay all other amounts payable by the Company to the Bank under the Finance Documents on the date determined under clause 10.1(b)

(b) *When due.* The date for the payment will be the date specified by the Bank in its notification to the Company, which date shall be the latest day allowed by law.

11. Mitigation

11.1 *Extra cost or illegality.* The Bank shall, in consultation with the Company, take all reasonable steps to mitigate any circumstances which result or would result in any amount becoming payable under, or cancelled pursuant to, clause 8 (*Taxes*), clause 9.3 (*Illegality*) or the definition of Mandatory Cost, including transferring its rights and obligations under the Finance Documents to an Affiliate or changing its Facility Office.

11.2 *Company's indemnity*. The Company shall indemnify the Bank for all costs and expenses reasonably incurred by it as a result of any step taken by it under clause 11.1.

11.3 *Company's obligations remain.* Clause 11.1 does not in any way limit the Company's obligations under the Finance Documents.

11.4 *No adverse effect.* The Bank is not obliged to take any step under clause 11.1 if, in its opinion (acting reasonably), to do so might be prejudicial to it.

11.5 *Conduct of business by the Bank*. No term of this Agreement will do any of the following:

(a) *Free to arrange its affairs.* Interfere with the Bank's right to arrange any of its affairs in whatever manner it thinks fit.

(b) *No need to make a claim.* Oblige the Bank to investigate or claim any credit, relief, remission or repayment available to it or the extent, order and manner of any claim.

(c) *No disclosure.* Oblige the Bank to disclose any information relating to any of its affairs or any tax computation.

12. Representations and Warranties

12.1 *Legal representations*. The Company makes the following representations and warranties to the Bank:

(a) *Status*. The Company is duly incorporated and validly existing as a corporation under the laws of Delaware, USA, and it has power to carry on its business as it is now being conducted and to own its property and other assets.

(b) *Corporate power.* The Company has the power to execute, deliver and perform its obligations under the Transaction Documents to which it is a party and all necessary corporate, shareholder and other action has been taken to authorize the execution, delivery and performance of the same by it.

(c) *Binding obligations*. Subject to any general principles of law limiting its obligations and referred to in a legal opinion supplied under clause 3.1 (*Conditions precedent*), the Transaction Documents to which it is a party constitute its legal, valid, binding and enforceable obligations.

(d) *Non-conflict with obligations.* The execution and delivery of, the performance of its obligations under and compliance with the provisions of the Transaction Documents to which it is a party do not and will not:

(i) contravene or conflict in any material respect with any existing applicable law, or regulation, or any judgment, decree or authorization to which it is subject which, in each case, might reasonably be expected to have a material adverse effect on its ability to perform its obligations under the Transaction Documents to which it is a party;

(ii) contravene or conflict in any material respect with, or result in any material breach of any of the terms of, or constitute a material default under any other agreement or other instrument binding upon it which, in each case, might reasonably be expected to have a material adverse effect on its ability to perform its obligations under the Transaction Documents to which it is a party; or

(iii) contravene or conflict with any provision of its statutes or by-laws.

(e) *Most recent accounts.* The latest available consolidated audited accounts of the Company have been approved by its auditors to the effect that such consolidated financial statements present fairly, in all material respects, the financial position of the Company and its subsdiaries, and results of their operations and their cash flows on a consolidated basis.

(f) *No default.* No event or circumstance which constitutes an Event of Default has occurred and is continuing unremedied or unwaived.

(g) *No litigation.* No material litigation, arbitration, administrative proceedings or investigation is current or to the best of its knowledge is threatened or pending before any court, arbitral body or agency, nor is there subsisting against it or any of its Subsidiaries any unsatisfied judgment or award, which jeopardizes or, if adversely determined is reasonably likely to jeopardize, the Company's ability to perform its obligations under this Agreement.

(h) *Authorizations.* It has obtained all necessary material consents, authorizations, licences or approvals of governmental or public bodies or authorities in connection with the Transaction Documents and all such consents, authorizations, licences or approvals are in full force and effect and admissible in evidence.

(i) *Pari passu ranking.* The Company's payment obligations under the Finance Documents rank not less than *pari passu* in right of payment with all other present and future unsecured and unsubordinated obligations under any of its debt instruments except for obligations mandatorily preferred by law applying to companies generally.

12.2 *Times when made*. The following applies in relation to representations and warranties set out in clauses 12.1:

(a) *First made*. They will be made on the date of this Agreement.

(b) *Repeated.* They will be deemed to be repeated by the Company:

(i) on the day on which the Bank gives the notification referred to in the definition of the Effective Date (*Satisfaction of the conditions precedent*); and

(ii) on each 30 March, 30 June, 30 September and 30 December of each year,

by reference to the facts and circumstances then existing.

13. Covenants

13.1 *Information regarding the Company.* The undertakings in clause 13.1 will apply from the date of this Agreement for so long as either of the Guarantees remains to be issued or any Guarantee Liability of either of the Guarantees remains outstanding for which Cash Cover has not been provided or any sum remains payable by the Company under the Finance Documents.

(c) *The Company's annual accounts.* The Company will deliver to the Bank as soon as they become available but in any event within 90 days after the end of each of its financial years, its consolidated and unconsolidated annual report, balance sheet, profit and loss account and auditors report for that financial year as well as the consolidated and unconsolidated annual report, balance sheet, profit and loss account and auditors report for that financial year of Deutsche Telekom AG. The reporting requirements specified in this Section 13.1(a) may be satisfied by filing with the Securities and Exchange Commission through the EDGAR electronic filing system.

(d) *Quarterly information from the Company.* The Company will deliver to the Bank as soon as they become available but in any event within 45 days after the end of the first three quarters of each financial year, balance sheets of the Company and its Subsidiaries as of the end of such quarter and statements of income and retained earnings of the Company and its Subsidiaries for the period commencing at the end of the previous fiscal year and ending with the end of such quarter, certified by the chief financial officer of the Company and meeting the same requirements as the financial information required to be delivered by the Company pursuant to Section 7.1(k)(A) of the Purchase Agreement. The reporting requirements specified in this Section 13.1(b) may be satisfied by filing with the Securities and Exchange Commission through the EDGAR electronic filing system.

(e) The Company shall provide to the Bank a copy of any certificate required to be delivered pursuant to Section 7.1(k)(F) of the Purchase Agreement at the time that such certificate is delivered pursuant to such section.

(f) *Other information.* The Company will provide the Bank from time to time such further information on its general financial situation as the Bank may reasonably require.

(g) *Notify default under this Agreement or the Purchase Agreement.* The Company will promptly upon becoming aware of its occurrence notify the Bank (i) of any Event of Default (and the steps, if any, being taken to remedy it) as well as (ii) of any Termination Event (as defined in Section 11.4 of the Purchase Agreement).

(h) *"Know your customer" checks – Information from the Company.* The Company will promptly on the Bank's request supply to it any documentation or other evidence that is reasonably required by the Bank (whether for itself or on behalf of any person to whom the Bank may, or may intend to, transfer any of its rights or obligations under this Agreement) to enable the Bank or any such person to carry out and be satisfied with the results of all applicable identification checks that the Bank or any such person is obliged to carry out in order to meet its obligations under any applicable law or regulation to identify a person who is (or is to become) its customer.

13.2 Financial Covenants.

(a) ***Consolidated Equity Ratio*** (as defined in the Purchase Agreement) shall not at any time be less than 20.0%; and

(b) ***Consolidated Leverage Ratio*** (as defined in the Purchase Agreement) shall not at any time be greater than 450%.

13.3 *General covenants.* The undertakings in this clause 13.3 will apply from the date of this Agreement for so long as either of the Guarantees remains to be issued or any Guarantee Liability of either of the Guarantees remains outstanding for which Cash Cover has not been provided or any sum remains payable by the Company under the Finance Documents.

(a) *Comply with laws.* The Company will comply in all material respects with all laws and regulations to which it is subject, except for any non-compliance which, in each case, would not be reasonably likely to jeopardize the Company’s ability to perform its obligations under this Agreement.

(b) *Negative pledge*. Unless the Company obtains the prior written consent of the Bank, the Company agrees not to not create or tolerate the existence of any Security upon any of its assets, except for the following:

(i) any Security entered into prior to this Agreement;

(ii) any Security, lien or other encumbrance arising by operation of law or in the ordinary course of business;

(iii) to any vendor's lien or other Security on land or other assets, where such Security secures only the purchase price or any credit, having a term of not more than twelve months, obtained to finance it;

(iv) any pledge over inventories created to secure any short-term credit;

(v) any Security over or affecting any asset acquired by the Company after the date of this Agreement and subject to which such asset is acquired, if:

1) such Security was not created in contemplation of the acquisition of such asset by the Company, and

2) the amount thereby secured has not been increased in contemplation of, or since the date of, the acquisition of such asset by the Company; and

(vi) to the extent the respective claims secured do not exceed an aggregate amount of USD 9,000,000,000 (or its equivalent in other currencies);

provided, however, that nothing in this Section 13.3(b) shall prohibit the Company from creating or tolerating the existence of any Security upon any of the Company's assets with respect to any Security permitted under the Existing Indenture.

(c) *Change in business.* The Company will procure that no substantial change is made to the core business of the Group as a whole from that carried on at the date of this Agreement.

(d) *German Money Laundering Act.* The Company will promptly submit to the Bank such information and documents as it may reasonably request in order to comply with its obligations to prevent money laundering and to conduct ongoing monitoring of the business relationship with the Company.

14. Events of Default

14.1 *Events of Default*. Each of the following is an Event of Default:

(a) *Non-payment.* If the Company does not pay any sum payable by it under the Finance Documents at the time, in the currency and in the manner required, unless:

(i) its failure to pay is caused by administrative or technical error or a Disruption Event; and

(ii) payment is made within 3 Banking Days of the due date.

(b) *Breach of the Finance Documents.* If the Company does not comply with any term of the Finance Documents (other than those referred to in clauses 14.1(a)), unless such failure:

(vii) is capable of remedy; and

(viii) is remedied within a reasonable period of time specified in a notice served by the Bank on the Company.

(c) *Misrepresentation.* If any information or document given to the Bank in writing by or on behalf of the Company or any representation or statement made or deemed to be repeated by the Company in this Agreement is or proves to have been incorrect, incomplete or misleading in any material respect when made.

(d) *Cross-default*. If the Company shall fail to pay any principal of or premium or interest on any of its Debt that is outstanding in a principal amount of at least $100,000,000 in the aggregate, when the same becomes due and payable (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise), and such failure shall continue after the applicable grace period, if any, specified in the agreement or instrument relating to such Debt; or any Securitization Obligation of the Company in a principal amount of at least $100,000,000 in the aggregate shall be accelerated prior to its express maturity; or any other event shall occur or condition shall exist under any agreement or instrument relating to any such Debt or Securitization Obligation and shall continue after the applicable grace period, if any, specified in such agreement or instrument, if the effect of such event or condition is to accelerate, or to permit the acceleration of, the maturity of such Debt or Securitization Obligation; or any such Debt or Securitization Obligation shall be declared to be due and payable, or required to be prepaid (other than by a regularly scheduled required

prepayment), redeemed, purchased or defeased, or an offer to repay, redeem, purchase or defease such Debt or Securitization Obligation shall be required to be made, in each case prior to the stated maturity thereof.

(e) *Insolvency.* If a Bankruptcy Event shall occur with respect to the Company.

(f) *Effectiveness of the Finance Documents.* If it is or becomes unlawful for the Company to perform any of its obligations under this Agreement or if this Agreement is not effective in accordance with its terms or is alleged by the Company to be ineffective in accordance with its terms.

14.2 *Effect of default.* The Bank may at any time after the occurrence of an Event of Default that is continuing by notice to the Company do either or each of the following:

(a) *Cancellation.* Cancel either of the Facilities.

(b) *Cash Cover.* Require the Company to provide immediate Cash Cover for either of the Guarantees.

Any notice given under clause 14.2 will take effect in accordance with its terms.

14.3 *Assignment of Recoveries*. Upon the occurrence of an Event of Default, the Funding Seller will pay to the Bank all amounts allocated to it that are attributable to Recoveries pursuant to Section 5.4(iii) or Section 5.4(iv) of the Purchase Agreement, until such time as all amounts payable by the Company to the Bank hereunder shall have been irrevocably paid in full.

15. Cash Cover

If at any time the Company shall be required to provide Cash Cover for either of the Guarantees, each of the following will apply:

(a) *Payment to the Bank.* The Company shall pay to the Bank, to be held as collateral for the Company's obligations hereunder, an amount equal to the Guarantee Liability of such Guarantee at that time.

(b) *When to be repaid.* The balance of the amount paid by the Company under clause 15(a) after the Bank has applied such amount in or towards discharge of the Company's liability to it consequent upon the Bank making payment under such Guarantee, will be repaid to the Company by the Bank on the applicable Guarantee Termination Date.

16. Payments

16.1 *Payments to the Bank*. The following will apply:

(a) *Funds.* On each date on which the Company is required to make a payment under a Finance Document, the Company shall make the amount available to the Bank (unless a contrary indication appears in a Finance Document) for value on the due date, at the time and in such funds specified by the Bank as being customary at the time for settlement of transactions in the relevant currency in the place of payment.

(b) *Payment.* Payments shall be made to the Bank to its account no. 10926093 with Citibank N.A., New York (BIC CITIUS33) in favor of account no. 8220354487 with KfW (BIC KFWIDEFF), ref. '8220354487, T-Mobile US, KV 25928'.

16.2 *Currency*. Each amount payable under the Finance Documents shall be paid in USD.

16.3 *Partial payments.* If the Bank receives a payment which is less than the amount then due and payable by the Company under the Finance Documents, the Bank will, notwithstanding any appropriation of that payment by the Company, apply that amount towards payment of the Company's obligations under the Finance Documents in the following order:

(a) *Bank's costs*. First, in or towards payment pro rata of any unpaid fees, costs and expenses of the Bank under the Finance Documents.

(b) *Fees.* Secondly, in or towards payment pro rata of any accrued fee or commission due but unpaid under this Agreement.

(c) *Interest.* Thirdly, in or towards payment pro rata of any accrued interest due but unpaid under this Agreement.

(d) *Indemnity amounts.* Fourthly, in or towards payment pro rata of any amount due under clause 4.1(b) (*Reimbursement by the company*) and clause 4.3(a) (*Indemnity for the bank's loss*) which is due but unpaid under this Agreement.

(e) *Other amount*. Fifthly, in or towards payment pro rata of any other sum due but unpaid under the Finance Documents.

16.4 *Non-Banking days.* The following will apply:

(a) *Interest*. Any payment under the Finance Documents which is due to be made on a day which is not a Banking

Day, shall instead be made on the next Banking Day in the same calendar month (if there is one) or on the preceding Banking Day (if there is not).

(b) *Original interest rate continues.* During any extension of the due date for payment of any principal or unpaid sum under this Agreement interest is payable on that principal at the rate payable on the original due date.

16.5 *Timing of payments.* If a Finance Document does not provide for when a particular payment is due, that payment will be due within five (5) Banking Days of demand by the Bank.

17. Set-off

17.1 *Not by the Company; Bank charges.* All payments by the Company under the Finance Documents shall be made without set-off or counterclaim. All payments under the Finance Documents shall be made free and clear of, and without deduction for or on account of, any bank charges.

17.2 *By the Bank.* The Bank has and may exercise each of the following rights at any time:

(a) *Matured obligations.* The right to set off any due and payable obligation owed to it by the Company under the Finance Documents against any due and payable obligation owed by the Bank to the Company, regardless of the place of payment, booking branch or currency of either obligation.

(b) *Different currencies.* The right, where any of the obligations referred to in clause 17.2(a) are in different currencies, to convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

18. Indemnities

18.1 *Currency indemnity.* The Company shall, as an independent obligation, indemnify the Bank against any loss or liability which it incurs as a consequence of any of the following:

(a) *Receipt.* The Bank receiving an amount in respect of the Company's liability under the Finance Documents in a currency other than the currency in which the amount is expressed to be payable under the relative Finance Document.

(b) *Liability converted.* The Company's liability under the Finance Documents being converted into a claim, proof, judgment or order in a currency other than the

currency in which the amount is expressed to be payable under the relative Finance Document.

18.2 *Other indemnities.* Unless otherwise compensated for under another provision of clause 18, the Company shall indemnify the Bank against any loss or liability which it incurs as a consequence of any of the following:

(a) *Default in payment*. Failure by the Company to pay any sum under a Finance Document on its due date.

(b) *Prepayment event.* The occurrence of an Event of Default or an Event of Mandatory Prepayment.

(c) *Prepayment notice.* The Guarantee Liability of either of the Guarantees (or any part of it) not being prepaid in accordance with a notice of prepayment.

(d) *Guarantee not issued.* The Bank making arrangements to issue either of the Guarantees after the Effective Date, but such Guarantee not being issued by reason of the operation of any one or more of the provisions of this Agreement.

18.3 *Indemnity to the Bank.* The Company shall indemnify the Bank against any loss or liability incurred by the Bank as a result of any of the following:

(a) *Investigating a default*. Investigating any event which the Bank reasonably believes to be an Event of Default or a Potential Event of Default.

(b) *Acting on a notice.* Acting or relying on any notice which the Bank reasonably believes to be genuine, correct and appropriately authorized.

19. Costs and Expenses

19.1 *Initial and special costs.* The Company shall do each of the following:

(a) *Initial costs.* Pay all costs and expenses (including legal fees) reasonably incurred by the Bank in connection with the negotiation, preparation, execution and perfection of the Finance Documents and the Guarantees, whether or not the transaction contemplated by this Agreement closes.

(b) *Amendment costs.* Pay all costs and expenses (including legal fees) reasonably incurred by the Bank in responding to, evaluating, negotiating and/or complying with any amendment, waiver or consent requested by the Company and relating to the Finance Documents.

(c) *Other costs.* Pay all costs and expenses (including legal fees) reasonably incurred by the Bank in connection with any other matter, not of an ordinary administrative nature, arising in connection with the Finance Documents.

19.2 *Enforcement costs.* The Company shall pay all costs and expenses (including legal fees) incurred by the Bank in connection with the enforcement of, or the preservation of any rights under, the Finance Documents.

20. Changes to the Parties

20.1 *Transfers by the Company.* The Company may not assign, charge or otherwise deal with any of its rights, claims or obligations under the Finance Documents.

20.2 *Transfers by the Bank.* The following will apply:

(a) *Permitted.* The Bank may, subject to the following provisions of clause 20.2, at any time:

(i) assign any of its rights; or

(ii) transfer by novation any of its rights and obligations,

under this Agreement to another bank or financial institution or to a trust, fund or other entity which is regularly engaged in or established for the purpose of making, purchasing or investing in loans, securities or other financial assets (the **New Bank**).

(b) *Company's consent required.* The Company's consent is required for any assignment or transfer by novation, unless an Event of Default has occurred and is continuing.

The Company's consent shall not be unreasonably withheld or delayed, and it will be deemed to have given its consent seven (7) days after receipt of a request for consent, unless it is expressly refused by the Company within that time.

(c) *Participations.* Nothing in this Agreement restricts the ability of the Bank to sub-contract an obligation if the Bank remains liable under this Agreement for that obligation.

20.3 *Costs resulting from change of Bank or Facility Office.* If the following occur:

(a) *Transfer by the Bank*. The Bank assigns or transfers any of its rights and obligations under the Finance Documents or changes its Facility Office; and

(b) *Additional cost.* As a result of circumstances existing at the date the assignment, transfer or change occurs, the Company would be obliged to make a payment to the New Bank or to the Bank acting through its new Facility Office under clause 8 (*Taxes*),

then, unless:

(i) the Company has consented to the assignment or transfer;

(ii) the assignment, transfer or change is made by the Bank whilst there is continuing an Event of Default, a Potential Event of Default or an Event of Mandatory Prepayment; or

(iii) the assignment, transfer or change is made as a result of clause 11 (*Mitigation*),

the Company need make only such a payment under clause 8 as it would have been obliged to pay if the assignment, transfer or change had not occurred.

21. Confidentiality

21.1 *Confidential Information.* The Bank agrees to keep all Confidential Information confidential and not to disclose it to anyone, save to the extent permitted by clause 21 and to ensure that all Confidential Information is protected with security measures and a degree of care that would apply to its own confidential information.

21.2 *Disclosure of Confidential Information.* The Bank may disclose such Confidential Information about the Company, the Group and the Finance Documents as the Bank considers appropriate in each of the following circumstances:

(a) *Affiliates and employees.* To any of its Affiliates and any of its or their officers, directors, employees, professional advisers, auditors, partners, managers and trustees, if any such person is informed of its confidential nature and the Bank uses all reasonable endeavours to ensure that such person complies with the provisions of clause 21 as if it were the Bank.

(b) *Transfers.* Namely:

(i) To any person who proposes entering (or who has entered) into contractual arrangements with the Bank in relation to this Agreement (a **Participant**);

(ii) to any person who invests in or otherwise finances (or may potentially invest in or otherwise finance), directly or indirectly, any such contractual arrangements (a **Financier**); and

(iii) to any of such Participant's and such Financier's Affiliates and any of their officers, directors, employees, professional advisers, auditors, partners, managers and trustees.

However, no such person may receive any Confidential Information until such person shall have agreed with the Bank for the benefit of the Company to keep that information confidential, unless such person is subject to obligations of confidentiality equivalent to those contained in this Agreement.

(c) *Regulatory authority.* To any person to whom, and to the extent that, information is required or requested to be disclosed by any governmental, banking, taxation

or other regulatory authority or similar body, the rules of any relevant stock exchange or pursuant to any applicable law or regulation, if such person is informed of the confidential nature of the information.

(d) *Litigation.* To any person in connection with any litigation, arbitration, administrative or other investigations, proceedings or disputes, if such person is informed of the confidential nature of the information.

(e) *With consent.* To any person with the Company's consent.

21.3 *Group bound by this clause.* The Company confirms that it has authority to agree to the provisions of clause 21 (*Confidentiality*) also on behalf of the other Group members.

22. Notices

22.1 *In writing.* Any communication in connection with the Finance Documents shall be in writing. Each one shall be signed and shall be supplied as an original document or – apart from a Notice of Drawdown – by fax or by e-mail with an attachment in pdf format. If a Notice of Drawdown is given by fax or by e-mail then, without prejudice to the effectiveness and timely receipt of the fax or e-mail transmission, an original version shall in addition be supplied without delay.

22.2 *Contact details.* The contact details of each Party for all communications in connection with the Finance Documents are those determined in accordance with clause 22.2.

(a) The contact details of the Company are:

Vice President of Treasury
Telephone: 1 (425) 383 5019
Fax: +1 (425) 383-4830
Email: Dirk.Wehrse@t-mobile.com

(b) The contact details of the Bank are:

KfW IPEX-Bank GmbH
Department: X1b3
Palmengartenstrasse 5–9
60325 Frankfurt am Main
Germany

Telephone: +49 69 7431-0
Fax: +49 69 7431-4013 (loan administration)
+49 69 7431-9609 (documentation & credit)
E-mail: silke.warnicke@kfw.de (loan administration)
sebastian.eberle@kfw.de (documentation & credit)

(c) *Changes.* Any Party may change its contact details by giving 7 days' prior notice to the other Party.

(d) *Nominated department.* Where a Party nominates a particular department or officer to receive a communication, a communication will not be effective if it fails to specify that department or officer.

22.3 *Effectiveness.* The following will apply:

(a) *Deemed receipt.* Save as provided in clause 22.3, any communication in connection with the Finance Documents will become effective upon receipt and, unless the communication concerned is a Notice of Drawdown, each one will be deemed to be received:

(i) if sent by letter through the normal post or by courier, 7 days after being deposited in the post or handed to the courier;

(ii) if sent by letter by registered post, when left at the relevant address;

(iii) if sent by fax, when despatched if the sender’s fax machine has produced a printed confirmation of a facsimile transmission transmitted error free; or

(iv) if sent by e-mail with an attachment in pdf format, when the attachment is actually received in readable form.

(b) *Receipt when office closed.* A communication under clause 22.3(a) which is received on a non-working day or after 5.00pm in the place of receipt will be deemed to be received only on the next working day in that place.

(c) *Notices to Bank.* A communication to the Bank will be effective only on actual receipt by it.

22.4 *English language.* The following will apply:

(a) *Notices.* Any notice in connection with the Finance Documents shall be in English.

(b) *Documents from the Company.* All other documents in connection with the Finance Documents shall be:

(i) in English; or

(ii) (unless the Bank otherwise agrees) accompanied by a certified English translation. In this case, the English translation prevails unless the document is a statutory or other official document.

23. General Provisions

23.1 *Invalidity.* If a provision of the Finance Documents is or becomes illegal, invalid or unenforceable in any jurisdiction, each of the following will apply:

(a) *Other provisions unaffected.* That will not affect the legality, validity or enforceability in that jurisdiction of any other provision of the Finance Documents.

(b) *Other jurisdictions unaffected.* That will not affect the legality, validity or enforceability in other jurisdictions of that or any other provision of the Finance Documents.

23.2 *Certificates and determination.* Any certification or determination by the Bank of a rate or amount under the Finance Documents is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

23.3 *Accounts.* In any litigation or arbitration proceedings arising out of or in connection with a Finance Document, the entries made in the accounts maintained by the Bank are *prima facie* evidence of the matters to which they relate.

24. Amendments and Waivers

24.1 *Only in writing.* Any supplement or amendment to the Finance Documents shall be in writing in accordance with clause 22.1. Any waiver of the requirement of written form shall also be in writing.

24.2 *Waivers and exercise of rights.* No failure to exercise, nor any delay in exercising, on the part of the Bank, any right or remedy under the Finance Documents will operate as a waiver, nor will any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in the Finance Documents are cumulative and not exclusive of any rights or remedies provided by law.

25. CHOICE OF LAW AND JURISDICTION; WAIVER OF JURY TRIAL

25.1 *New York law.* THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

25.2 *Jurisdiction.* EACH PARTY HERETO HEREBY (A) IRREVOCABLY SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF ANY NEW YORK STATE OR FEDERAL COURT SITTING IN THE BOROUGH OF MANHATTAN IN THE CITY OF NEW YORK, NEW YORK, OVER ANY ACTION OR PROCEEDING ARISING OUT OF OR

RELATING TO THIS AGREEMENT, (B) IRREVOCABLY AGREES THAT ALL CLAIMS IN RESPECT OF THE ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH STATE OR FEDERAL COURT, AND (C) IRREVOCABLY WAIVES, TO THE FULLEST EXTENT IT MAY EFFECTIVELY DO SO, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING. NOTHING IN THIS SECTION SHALL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE LEGAL PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR AFFECT THE RIGHT OF ANY PARTY HERETO TO BRING ANY ACTION OR PROCEEDING AGAINST ANY OR ALL OF THE OTHER PARTIES HERETO OR ANY OF THEIR RESPECTIVE PROPERTIES IN THE COURTS OF ANY OTHER JURISDICTION.

25.3 *No Right to Trial by Jury.* EACH PARTY HERETO WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR RELATING TO THIS AGREEMENT OR ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR THAT MAY IN THE FUTURE BE DELIVERED IN CONNECTION THEREWITH OR ARISING FROM ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN), ACTIONS OF ANY OF THE PARTIES HERETO OR ANY OTHER RELATIONSHIP EXISTING IN CONNECTION WITH THIS AGREEMENT, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL HE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

25.4 *Waiver of immunity*. To the extent that at the date of this Agreement or at any time in the future the Company can claim for itself or its assets immunity in any jurisdiction, whether it be immunity from proceedings, from execution or from other legal process, the Company irrevocably waives any such immunity to the extent permitted by the laws of the relative jurisdiction.

25.5 *Waiver of security for costs*. The Company waives any right it may have to require the Bank to give security for costs in any court proceedings.

26. Counterparts

This Agreement may be executed in any number of counterparts and by different parties to this Agreement on different counterparts, all of which when taken together will constitute a single instrument.

27. German VAT regulations

All services provided under this Agreement are – to the extent that they may be subject to VAT in Germany – in principle VAT exempt. The Bank's VAT identification number (*Umsatzsteuer-Identifikationsnummer*) is*:* DE 254 097 700.

28. Amendment and Restatement

As of the Effective Date, this Agreement shall amend, restate and replace the Original Agreement in its entirety.

This Agreement has been entered into on the date stated at the beginning of this Agreement.

SCHEDULE 1

Conditions Precedent Documents

1. **Constitutional documents.** Copies of the Company's constitutional documents.

2. **Board resolution.** A copy of the resolutions of the Company's Managing Board or other appropriate body approving the terms of, and the transactions contemplated by, the Finance Documents and authorizing a person or persons to sign and deliver the Finance Documents and any other documents required from the Company under the Finance Documents.

3. **Certificate that copies are correct.** A certificate of a duly authorized officer of the Company certifying that each copy document specified in this Schedule and relating to the Company is correct, complete, up-to-date and in full force and effect as at a date no earlier than the date of this Agreement.

4. **Specimen signatures – Company.** Specimen signatures, authenticated by a duly authorized officer of the Company, of the person(s) authorized to sign on its behalf the Finance Documents and any related documents.

5. **KYC.** “Know your customer” documentation, including specimen signatures of the person(s) authorized to sign this Agreement and Notices of Drawdown on behalf of the Company and, in each case, copies of the passports or identity cards and address proof (utility bills, etc.) of such person(s).

6. **Copies of consents.** A copy of any authorization or other document, opinion or assurance which the Bank has notified the Company is necessary in connection with the entry into and performance of, and the transactions contemplated by, the Finance Documents or for the validity and enforceability of any Finance Document.

7. **Legal opinions.** One or several legal opinion(s) of external counsel to the Company confirming, inter alia, the valid existence and capacity of the Company and the Funding Seller, the due execution of this Agreement by the Company and the Funding Seller under applicable (Delaware) law as well as the validity and enforceability of this Agreement under the laws of New York.

8. **Fees and expenses.** Evidence that all fees and expenses then due from the Company under clause 19 (*Costs and expenses*) have been, or will be, paid.

9. **Purchase Agreement and Onward Purchase Agreement.** An executed copy of each of the Purchase Agreement; the Fourth Amendment thereto, dated as of the date hereof; the Onward Purchase Agreement; and the First Amendment thereto, dated as of the date hereof.

10. **Original Level 3 Guarantee.** Return or any other full repayment of the Original Level 3 Guarantee.

SCHEDULE 2

Form of First Amended and Restated Level 3 Guarantee

SCHEDULE 3

Form of Level 3A Guarantee

T-Mobile US, Inc.
as the Company

/s/ Dirk Wehrse

Name: Dirk Wehrse

Title: Vice President, Treasury & Treasurer

T-Mobile Airtime Funding LLC
as the Funding Seller

/s/ Dirk Wehrse

Name: Dirk Wehrse

Title: Vice President, Treasury & Treasurer

KfW IPEX-Bank GmbH
as the Bank

/s/ Sven Wabbels

Name: Sven Wabbels

Title: Director

/s/ Sebastian Eberle

Name: Sebastian Eberle

Title: Vice President

Exhibit 12.1

Computation of Ratio of Earnings to Fixed Charges

(in millions)	Year Ended December 31, 2014	2013	2012	2011	2010
Earnings available for fixed charges:					
Income (loss) before income taxes and earnings from unconsolidated affiliates	$ 461	$ 94	$ (6,991)	$ (4,919)	$ 2,180
Fixed charges	2,377	2,118	1,474	1,487	1,395
Amortization of capitalized interest	35	34	34	31	27
Capitalized interest	(81)	(5)	(9)	(24)	(35)
Earnings from non-controlling interests	—	—	—	—	(3)
Earnings available for fixed charges	$ 2,792	$ 2,241	$ (5,492)	$ (3,425)	$ 3,564
Fixed charges:					
Interest expense including capitalized interest	$ 1,433	$ 1,229	$ 686	$ 694	$ 591
Interest portion of rent expense (1)	944	889	788	793	804
Fixed charges	$ 2,377	$ 2,118	$ 1,474	$ 1,487	$ 1,395
Ratio of earnings to fixed charges (2)	1.17	1.06	—	—	2.55

(1) The portion of operating rental expense that management believes is representative of interest is estimated to be 33%.

(2) Due primarily to T-Mobile's non-cash impairment charges in the years ended December 31, 2012 and 2011, the ratio coverage was less than 1:1 in each of these periods. The Company would have needed to generate additional earnings of $7 billion and $5 billion in the year ended December 31, 2012 and 2011, respectively, to achieve a coverage of 1:1 in each of these periods.

Exhibit 21.1

Subsidiaries of Registrant

The following is a list of subsidiaries of T-Mobile US, Inc. as of December 31, 2014, omitting subsidiaries which, considered in the aggregate, would not constitute a significant subsidiary:

Name	State of Incorporation
IBSV LLC	Delaware
MetroPCS California, LLC	Delaware
MetroPCS Florida, LLC	Delaware
MetroPCS Georgia, LLC	Delaware
MetroPCS Massachusetts, LLC	Delaware
MetroPCS Michigan, LLC	Delaware
MetroPCS Networks California, LLC	Delaware
MetroPCS Networks Florida, LLC	Delaware
MetroPCS Nevada, LLC	Delaware
MetroPCS New York, LLC	Delaware
MetroPCS Pennsylvania, LLC	Delaware
MetroPCS Texas, LLC	Delaware
Powertel Memphis Licenses, Inc.	Delaware
Powertel/Memphis, Inc.	Delaware
SunCom Wireless Holdings, Inc.	Delaware
SunCom Wireless Investment Company LLC	Delaware
SunCom Wireless License Company, LLC	Delaware
SunCom Wireless Management Company, Inc.	Delaware
SunCom Wireless Operating Company, L.L.C.	Delaware
SunCom Wireless Property Company, L.L.C.	Delaware
SunCom Wireless, Inc.	Delaware
T-Mobile Airtime Funding LLC	Delaware
T-Mobile Assurance Corporation	Hawaii
T-Mobile Central LLC	Delaware
T-Mobile Financial LLC	Delaware
T-Mobile License LLC	Delaware
T-Mobile Northeast LLC	Delaware
T-Mobile PCS Holdings LLC	Delaware
T-Mobile Puerto Rico Holdings LLC	Delaware
T-Mobile Puerto Rico LLC	Delaware
T-Mobile Resources Corporation	Delaware
T-Mobile South LLC	Delaware
T-Mobile Subsidiary IV Corporation	Delaware
T-Mobile USA Tower LLC	Delaware
T-Mobile USA, Inc.	Delaware
T-Mobile West LLC	Delaware
T-Mobile West Tower LLC	Delaware
Triton PCS Finance Company, Inc.	Delaware
Triton PCS Holdings Company L.L.C.	Delaware
VoiceStream PCS I Iowa Corporation	Delaware
VoiceStream Pittsburgh General Partner, Inc.	Delaware
VoiceStream Pittsburgh, L.P.	Delaware

Exhibit 23.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in the Registration Statements on Form S-8 (Nos. 333-142007, 333-168946, and 333-189095) and in the Registration Statements on Form S-3 (Nos. 333-189425 and 333-192178) of T-Mobile US, Inc. of our report dated February 19, 2015 relating to the financial statements and the effectiveness of internal control over financial reporting, which appears in this Form 10-K.

/s/ PricewaterhouseCoopers LLP
Seattle, Washington
February 19, 2015

Exhibit 31.1

Certifications of Chief Executive Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002

I, John J. Legere, certify that:

1. I have reviewed this annual report on Form 10-K of T-Mobile US, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

February 19, 2015

/s/ John J. Legere

John J. Legere
President and Chief Executive Officer

Exhibit 31.2

Certifications of Chief Financial Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002

I, J. Braxton Carter, certify that:

1. I have reviewed this annual report on Form 10-K of T-Mobile US, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

February 19, 2015

/s/ J. Braxton Carter

J. Braxton Carter
Executive Vice President and Chief Financial Officer

Exhibit 32.1

Certification of Chief Executive Officer Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002

In connection with the Annual Report of T-Mobile US, Inc. (the "Company"), on Form 10-K for the year ended December 31, 2014, as filed with the Securities and Exchange Commission (the "Report"), John J. Legere, President and Chief Executive Officer of the Company, does hereby certify, pursuant to § 906 of the Sarbanes-Oxley Act of 2002 (18 U.S.C. § 1350), that to his knowledge:

1. The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

February 19, 2015

/s/ John J. Legere

John J. Legere
President and Chief Executive Officer

Exhibit 32.2

Certification of Chief Financial Officer Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002

In connection with the Annual Report of T-Mobile US, Inc. (the "Company"), on Form 10-K for the year ended December 31, 2014, as filed with the Securities and Exchange Commission (the "Report"), J. Braxton Carter, Executive Vice President and Chief Financial Officer of the Company, does hereby certify, pursuant to § 906 of the Sarbanes-Oxley Act of 2002 (18 U.S.C. § 1350), that to his knowledge:

1. The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

February 19, 2015

/s/ J. Braxton Carter

J. Braxton Carter
Executive Vice President and Chief Financial Officer